

*John Carving*  
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of September 13, 2022

RESOLUTION P-14-2022

WHEREAS, The 2022 Budget, adopted October 26, 2021 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2022 Budget, on October 26, 2021, was by a Resolution of the Town Board; and

WHEREAS, Resolution #P1063, dated December 12, 1972, provides a procedure for the amendment of the Resolution establishing grades, salaries and titles as required and requested by Department Heads,

NOW, THEREFORE, BE IT RESOLVED, That the Budget as adopted be and hereby is amended to reflect the approved additions and deletions as indicated by the attached.

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Meeting of September 13, 2022

Resolution No. TF-13-2022

RESOLVED, That the Comptroller be and he hereby is directed to Transfer Funds within the various Departments Accounts as indicated:

ITEM NO.	DEPT.	AMOUNT	FROM
048-22	PKS	\$ 20,000.00	PKS A 7110 44900 000 0000
		\$ 20,000.00	TO PKS A 7110 41600 000 0000
049-22	PKS	\$ 5,000.00	FROM PKS A 7110 44900 000 0000
		\$ 5,000.00	TO PKS A 7110 41900 000 0000
050-22	OTC	\$ 3,900.00	FROM OTC A 1410 22000 000 0000
		\$ 3,900.00	TO OTC A 1410 21000 000 0000
		\$ 6,000.00	FROM OTC A 1410 12000 000 0000
		\$ 6,000.00	TO OTC A 1410 21000 000 0000
051-22	CMP	\$ 250.00	FROM CMP A 1315 22000 000 0000
		\$ 250.00	TO CMP A 1315 47210 000 0000
052-22	CMP	\$ 200.00	FROM CMP A 1680 22000 000 0000
		\$ 200.00	TO CMP A 1680 47210 000 0000
053-22	OTC	\$ 1,000.00	FROM OTC A 1410 12000 000 0000
		\$ 1,000.00	TO OTC A 1410 41600 000 0000
054-22	DPW	\$ 10,000.00	FROM DPW A 1640 25000 000 0000
		\$ 10,000.00	TO DPW A 1640 41600 000 0000
055-22	PKS	\$ 20,000.00	FROM PKS A 7110 42200 000 0000
		\$ 20,000.00	TO PKS A 7110 46300 000 0000
056-22	PKS	\$ 1,720.27	FROM PKS A 7110 42200 000 0000
		\$ 1,720.27	TO PKS A 7110 42000 000 0000
057-22	PKS	\$ 40,000.00	FROM PKS A 7110 42200 000 0000
		\$ 40,000.00	TO PKS A 7100 46300 000 0000
		\$ 5,000.00	FROM PKS A 7110 42200 000 0000
		\$ 5,000.00	TO PKS A 7110 41900 000 0000

Reviewed By  
Office of Town Attorney

058-22	HWY	\$ 24,000.00	FROM HWY ST 5650 46300 000 0000 TO HWY ST 5650 41600 000 0000
		\$ 24,000.00	
059-22	DER	\$ 1,800.00	FROM DER A 8090 46100 000 0000 TO DER A 8090 41400 000 0000
		\$ 1,800.00	
		\$ 400.00	FROM DER A 8090 46100 000 0000 TO DER A 8090 47000 000 0000
		\$ 400.00	
060-22	EXE	\$ 28,000.00	FROM TWN A 1989 47900 000 0000 TO PKS A 7110 47670 000 0000
		\$ 28,000.00	
061-22	EXE	\$600,000.00	INCREASE TWN AMS 0001 02680 000 0000 000
		\$600,000.00	INCREASE TWN AMS 1910 43010 602 0000 000

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: August 4, 2022

SUBJECT: 2022 Transfer of Funds

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Town Board authorization is hereby requesting that the Comptroller transfer the following:

**FROM:**

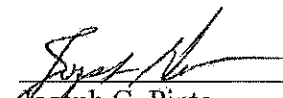
PKS-A-7110-44900-000-0000	Other Contract	\$20,000.00
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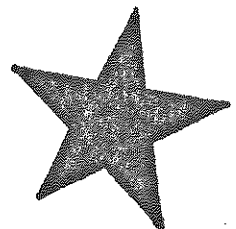
**TO:**

PKS-A-7110-41600-000-0000	Materials & Supplies	\$20,000.00
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This transfer request is to provide funds necessary for maintaining parks facilities throughout the Town.

JGP:jb

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner





**TOWN OF OYSTER BAY**  
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: August 4, 2022

SUBJECT: 2022 Transfer of Funds

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Town Board authorization is hereby requesting that the Comptroller transfer the following:

**FROM:**

PKS-A-7110-44900-000-0000	Other Contract	\$5,000.00
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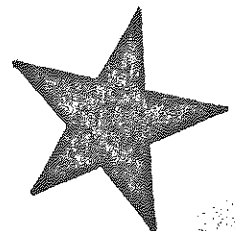
**TO:**

PKS-A-7110-41900-000-0000	Ground Supplies	\$5,000.00
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This transfer request is to provide funds necessary for maintaining parks facilities throughout the Town.

JGP:jb

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner



**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

August 15, 2022

TO : Memorandum Docket  
FROM : Richard LaMarca, Town Clerk  
SUBJECT : Transfer of Funds

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The Town Clerk's Office is requesting Town Board Authorization to transfer the following funds.

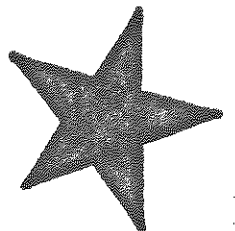
From:	OTC A 1410 22000	Office Equipment	\$3,900.00
From:	OTC A 1410 12000	Salaries-Part Time	\$6,000.00
To:	OTC A 1410 21000	Furniture (Total)	\$9,900.00

The transfer shall accommodate the purchase of seven (7) new office chairs and seven (7) new desks to replace the current tattered old chairs and metal desks that no longer function properly.

  
\_\_\_\_\_  
RICHARD LAMARCA  
TOWN CLERK

RL/Da

Cc: Rob Darienzo, Director of Finance



TOWN OF OYSTER BAY  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: STEVEN C. BALLAS, COMPTROLLER  
DATE: AUGUST 15, 2022  
SUBJECT: TRANSFER OF FUNDS

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Town Board authorization is hereby requested to transfer funds from the following account:

DEBIT:

CMP-A-1315-22000-000-0000  
OFFICE EQUIPMENT  
\$250.00

CREDIT:

CMP-A-1315-47210-000-0000  
AUTO MILEAGE  
\$250.00

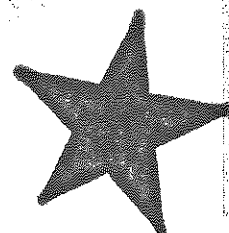
This transfer is necessary to cover mileage expenses for the Comptroller's Office.

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STEVEN C. BALLAS  
COMPTROLLER

SCB:mj

cc: Town Attorney  
Reading File



2B

TOWN OF OYSTER BAY  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: STEVEN C. BALLAS, COMPTROLLER  
DATE: AUGUST 15, 2022  
SUBJECT: TRANSFER OF FUNDS

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Town Board authorization is hereby requested to transfer funds from the following account:

DEBIT:

CMP-A-1680-22000-000-0000  
OFFICE EQUIPMENT  
\$200.00

CREDIT:

CMP-A-1680-47210-000-0000  
AUTO MILEAGE  
\$200.00

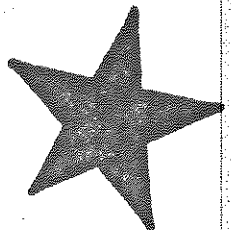
This transfer is necessary to cover mileage expenses for the Comptroller's Information Technology Office.

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STEVEN C. BALLAS  
COMPTROLLER

SCB:mj

cc: Town Attorney  
Reading File



## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

**TO:** MEMORANDUM DOCKET  
**FROM:** RICHARD LaMARCA, TOWN CLERK  
**DATE:** AUGUST 16, 2022  
**SUBJECT:** TRANSFER OF FUNDS

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The Town Clerk's Office is requesting Town Board authorization to transfer the following funds:

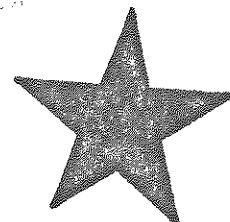
From:	OTC A 1410 12000	Salaries -- Part Time	\$1,000.00
To:	OTC A 1410 41600	Materials & Supplies	\$1,000.00

This transfer shall accommodate the purchase of five (5) cases (12,500 sheets) of Vital Statistics Safety Paper, which is used by the Town Clerk's Office to print all vital statistics, including birth certificates, death certificates and marriage licenses.

  
\_\_\_\_\_  
RICHARD LaMARCA  
TOWN CLERK

RL: rja

cc: Rob Darienzo, Director of Finance



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

August 18, 2022

TO : MEMORANDUM DOCKET  
FROM : RICHARD W. LENZ, P.E., COMMISSIONER OF PUBLIC WORKS  
SUBJECT : TRANSFER OF FUNDS

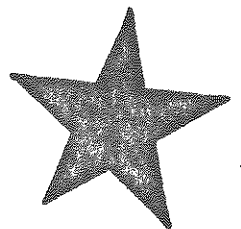
Kindly arrange to transfer funds for the C.V.M. Division as follows:

<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM:</u>		
DPW A-1640-25000-000-0000	GENERAL EQUIPMENT	\$ 10,000.00
<u>TO:</u>		
DPW A-1640-41600-000-0000	MATERIALS & SUPPLIES	\$ 10,000.00

This transfer is necessary to provide sufficient funds in order to pay outstanding invoices.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER OF PUBLIC WORKS

MC/RWL/sb  
C: Robert Tassone, Storekeeper I



2E  
8-23-22

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

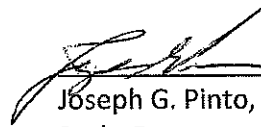
TO: MEMORANDUM DOCKET  
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS  
DATE: AUGUST 19, 2022  
SUBJECT: 2022 TRANSFER OF FUNDS

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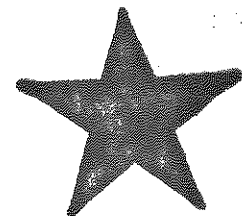
Town Board authorization is hereby requesting that the Comptroller transfer the following:

<b>FROM:</b>		
PKS-A-7110-42200-000-0000	Light, Power & Water	\$20,000.00
<b>TO:</b>		
PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$20,000.00

This transfer request is to provide funds necessary for maintaining Parks Department facilities throughout the Town.

  
Joseph G. Pinto, Commissioner  
Parks Department

JGP/jb



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: August 30, 2022

SUBJECT: 2022 Transfer of Funds

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Town Board authorization is hereby requesting that the Comptroller transfer the following:

**FROM:**

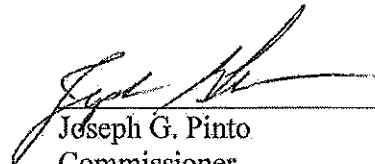
PKS-A-7110-42200-000-0000	Light, Power, Water	\$1,720.27
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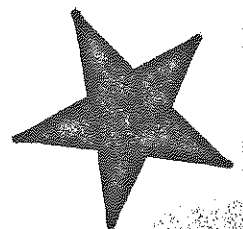
**TO:**

PKS-A-7110-42000-000-0000	Heating Fuel	\$1,720.27
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This transfer request is to provide funds necessary to pay heating fuel expenses.

JGP:jb

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner





# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto Commissioner  
Department of Parks

DATE: September 2, 2022

SUBJECT: 2022 Transfer of Funds

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Town Board authorization is hereby requesting that the Comptroller transfer the following:

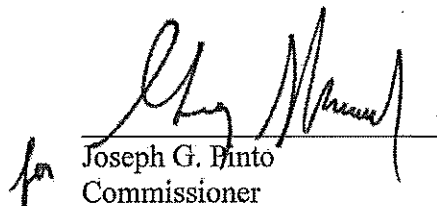
**FROM:**

PKS-A-7110-42200-000-0000	Light, Power & Water	\$40,000.00
PKS-A-7110-42200-000-0000	Light, Power & Water	\$ 5,000.00

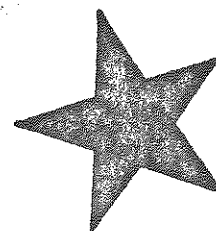
**TO:**

PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$40,000.00
PKS-A-7110-41900-000-0000	Ground Supplies	\$ 5,000.00

This transfer request is to provide funds necessary for maintaining parks facilities throughout the Town.

  
for Joseph G. Pinto  
Commissioner

JGP:jb



**TOWN OF OYSTER BAY**  
**Inter-Departmental Memo**

8/31/2022

**TO: MEMORANDUM DOCKET**

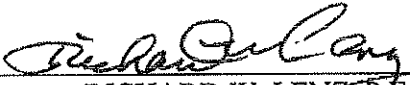
**FROM: RICHARD W. LENZ P.E., COMMISSIONER**  
**DEPARTMENT OF PUBLIC WORKS**

**SUBJECT: TRANSFER OF FUNDS 2022**

Town Board authorization is requested to transfer the following funds:

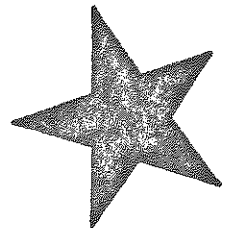
Account No.	Object Description	Amount
<u>From:</u> HWY ST 5650 46300 000 0000	BLDG, PROPERTY MAINT.	\$24,000.00
<u>To:</u> HWY ST 5650 41600 000 0000	MATLS & SUPPLIES	\$24,000.00

This transfer is necessary to provide funds to purchase Barricades and Traffic Cones.

  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/dp

C: Comptroller's Office  
Richard W. Lenz, P.E., Commissioner of DPW/Highway



## Town of Oyster Bay

### Inter-Departmental Memo

TO: Memorandum Docket

FROM: George Baptista, Jr., Deputy Commissioner  
Department of Environmental Resources

DATE: August 30, 2022


SUBJECT: Transfer of Funds

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Town Board authorization is requested to transfer the following funds:

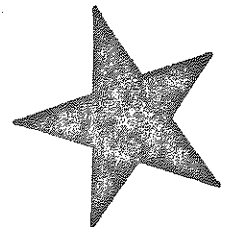
<u>Account No.</u>	<u>Object Description:</u>	<u>Amount:</u>
From: DER A 8090 46100 000 0000	Equipment Maintenance	\$ 1,800.00
To: DER A 8090 41400 000 0000	Uniforms	\$ 1,800.00
From: DER A 8090 46100 000 0000	Equipment Maintenance	\$ 400.00
To: DER A 8090 47900 000 0000	Other Expenses	\$ 400.00

This transfer is necessary to purchase protective gear and flotation suits to be utilized during the upcoming winter months, as well as other expenses that will arise with repairs and unforeseen circumstances at the Shellfish Hatchery.

  
George Baptista, Jr.  
Deputy Commissioner  
Department of Environmental Resources

GB/lc

cc: Town Attorney  
Steven Ballas, Comptroller



Town of Oyster Bay  
**Inter-Departmental Memo**

September 1, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** Transfer of Funds

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In order to provide funds for special events in the Parks Department budget, the following transfer of funds is hereby requested:

Transfer from:

TWN	A	1989	47900	000	0000	Other Expenses	\$ 28,000.00
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Transfer to:

PKS	A	7110	47670	000	0000	Special Sporting Events	\$ 28,000.00
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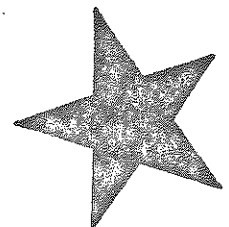
Thank you.



Rob Darienzo  
Director of Finance

RD/rd

Word/Documents/Docket/TOF 2022 PKS2



Town of Oyster Bay  
Inter-Departmental Memo

September 9, 2022

**To:** Memorandum Docket  
**From:** Rob Darlenzo, Director of Finance  
**Subject:** Transfer of Funds

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In order to provide funds in the Town's self insurance fund, the following transfer of funds is hereby requested:

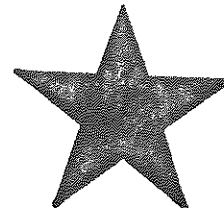
Increase:  
TWN AMS 0001 02680 000 0000 000 Insurance Recoveries 600,000.00

Increase:  
TWN AMS 1910 43010 602 0000 000 General Liability 600,000.00

Thank you.

  
Rob Darlenzo  
Director of Finance

RD/rd  
Word/Documents/Docket/TOF 2022 AMS2



Meeting of September 13, 2022

Resolution No.585-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated July 28, 2022, requested Town Board authorization to present the 2022 Movies by Moonlight: Halloween Edition featuring the movie *The Addams Family 2*, on Friday, September 30, 2022 at Ellsworth W. Allen Park, Farmingdale, New York, and the movie *The Nightmare Before Christmas* on Saturday, October 8, 2022 at Syosset-Woodbury Community Park, Woodbury, New York, each with pre-movie activities beginning at 4:30 p.m., and the movie beginning at dusk, with said event to be free of charge to attendees, at a total cost not to exceed \$10,000.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advises that the movie and carnival equipment for the events will be procured through the Department of General Services, Purchasing Division, with funds available in Account No. CYS A 7020 41800 000 0000 and Account No. CYS A 7020 45100 000 0000, and further requests authorization for the Commissioner of the Department and/or her designee to make changes, as necessary, to the date, time and location of said events,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby authorizes the Department of Community & Youth Services to present the 2022 Movies by Moonlight: Halloween Edition at a cost not to exceed \$10,000.00, with each movie and related items to be procured in accordance with the Town's Procurement Policy, with each movie to be shown at dusk on the aforementioned dates, at the aforementioned locations, free of charge to attendees; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CYS A 7020 41800 000 0000 and Account No. CYS A 7020 45100 000 0000; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

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DRS  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Baughman

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

July 28, 2022

TO: Memorandum Docket

FROM: Maureen A. Fitzgerald, Commissioner  
The Department of Community & Youth Services

SUBJECT: 2022 Movies By Moonlight: Halloween Edition

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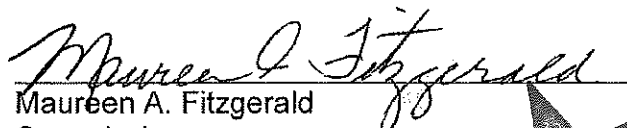
The Department of Community and Youth Services is requesting Town Board authorization to present Movies by Moonlight: Halloween Edition. Pre-movie activities will begin at 4:30 P.M. and the movie will begin at dusk. The event is free to the public.

Date	Movie	Location
Friday, September 30, 2022	<i>The Addams Family 2</i>	Ellsworth W. Allen Town Park, Farmingdale
Saturday, October 8, 2022	<i>The Nightmare Before Christmas</i>	Syosset-Woodbury Community Park, Woodbury

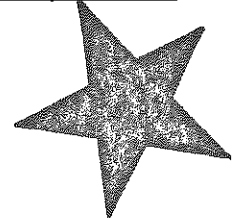
Costs for the events will not exceed \$10,000. The movie and carnival equipment for the events will be procured through the Purchasing Division. Funding is available in account CYS A 7020 41800 000 0000, *Recreational Supplies* and CYS A 7020 45100 000 0000, *Equipment Rental*.

The Department also requests authorization for the Commissioner of the Department and/or her designee to make changes, as necessary, to the date, time and location of said events.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth Services to present Movies by Moonlight: Halloween Edition.

  
Maureen A. Fitzgerald  
Commissioner

MAF:kf



Meeting of September 13, 2022

Resolution No.586-2022

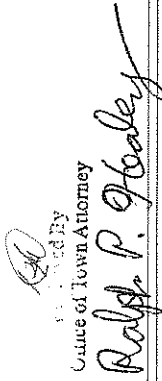
WHEREAS, Jeffrey P. Pravato, Receiver of Taxes, by memorandum dated August 1, 2022, requested Town Board authorization to publish, the attached "Notice to Taxpayers, Re: 2022-2023 School Tax" in Newsday, with funds for payment of this publication available in Account No. ROT A 1330 44100 000 0000; and

WHEREAS, Receiver of Taxes Pravato, by said memorandum, referenced Guideline 5f of the Town's Procurement Policy pertaining to the exception of quotations pertaining to the publication of public notices,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and Jeffrey P. Pravato, Receiver of Taxes, is hereby authorized to publish the attached "Notice to Taxpayers, Re: 2022-2023 School Tax" in Newsday, and the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. ROT A 1330 44100 000 0000.

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Ralph P. Hooley  
Clerk of Town Attorney

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



**TOWN OF OYSTER BAY****Office of the Receiver of Taxes****INTER-DEPARTMENTAL MEMO**

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**TO: MEMORANDUM DOCKET**

**FROM: JEFFREY P. PRAVATO, RECEIVER OF TAXES**

**RE: LEGAL NOTICE OF 2022-2023 SCHOOL TAX**


**DATE: August 1, 2022**

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Authorization is hereby requested to print the attached legal notice pertaining to the 2022-2023 School Tax in Newsday.

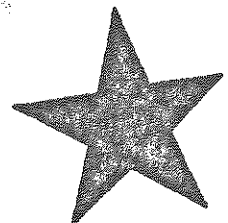
Expense will be charged to account ROT A 1330 44100 000 0000      LEGAL NOTICES

Reference is made to Guideline 5 f. of the procurement policy pertaining to the exception of quotations pertaining to public notices.



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Jeffrey P. Pravato, Receiver of Taxes



**NOTICE TO TAXPAYERS**  
**RE: 2022-2023 SCHOOL TAX**

**TAKE NOTICE** that the undersigned Receiver of Taxes for the Town of Oyster Bay, County of Nassau, State of New York, has received the School Tax Roll and Warrant for the collection of taxes within the Town of Oyster Bay, and that he will be in attendance to receive taxes at: TOWN HALL, 74 Audrey Ave., Oyster Bay, NY 11771-1539 and 977 Hicksville Rd, Massapequa, NY 11758 on October 3, 2022 and each day thereafter from 9:00 AM to 4:45 PM (Saturdays, Sundays and Holidays excepted).

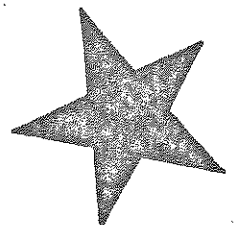
The following penalties for neglect to pay School taxes after they become due and payable: If the first half is not paid on or before November 10, 2022, a penalty will be added at the rate of one percent per month from October 1, 2022 calculated to the end of the month during which payment is made. If the second half is not paid on or before May 10, 2023, a penalty will be added at the rate of one percent per month from April 1, 2023 calculated to the end of the month during which payment is made. If the full year's tax is paid on or before November 10, 2022, a discount will be allowed on the second half tax at the rate of one percent of the second half. No discount is allowed on payments made after November 10, 2022. Taxes are payable by cash, checks, money orders, credit/debit cards (convenience fee applies). Credit/debit card and ACH electronic check payment of taxes may also be made using the online payment system (convenience fee applies).

Under the law the tax roll of the Town of Oyster Bay will be returned to Nassau County Treasurer on May 31, 2023, and all payments after that date must be made to the County Treasurer, 1 West Street, Mineola NY 11501.

Dated: October 1, 2022

Oyster Bay, NY 11771-1539

JEFFREY P. PRAVATO  
RECEIVER OF TAXES



Reviewed By  
Office of Town Attorney

Ralph P. Kealey

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated August 4, 2022, requested that the Town Board authorize the Department to conduct the 2022 Senior Citizen Picnic outdoors at Marjorie R. Post Community Park, Unqua Road, Massapequa, from 10:00 a.m. to 3:00 p.m., on Tuesday, September 20, 2022, weather permitting, with all Town of Oyster Bay Senior Citizens being required to pre-register in order to attend the event, and with staff from the Department of Community and Youth Services staff to conduct classes, games and other outdoor activities for the event for a total event cost not to exceed \$4,850.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Commissioner of the Department of Community & Youth Services, and/or her duly appointed designee, to make changes, as necessary, as to the date, time and location of said event; and;

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Town to enter into an agreement with D & J Refreshments, Inc., 51 Salisbury Avenue Stewart Manor, New York 11530 (DOS I.D. No. 904110), for said vendor to provide food and beverages for the event, at a total cost not to exceed 4,000.00, with said vendor to obtain the necessary Nassau County Board of Health Board of Health Temporary Vendor Food Permit, and with the funds for said payment available and to be drawn from Account No. CYS A 7020 47660 000 0000 *Special Events*, and authorize the Town Supervisor, and/or his duly appointed designee, and/or Commissioner of the Department of Community and Youth Services to execute said agreement; and

WHEREAS Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Town and to enter into an agreement with the Banjo Rascals, 34 Florence Avenue, Massapequa, New York 11758, for said vendor to provide musical entertainment at the event, for an amount not to exceed \$850.00, with the funds for said payment available, and to be drawn from Account No. CYS A 7020 47660 000 0000 *Special Events*, and authorize the Town Supervisor, and/or his duly appointed designee, and/or Commissioner of the Department of Community and Youth Services to execute said agreement; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that D & J Refreshments, Inc., and the Banjo Rascals, have both been vetted through the Town's Exigier System, and that the Inspector General has been satisfied that the requirements of the Town of Oyster Bay Procurement Policy have been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Community and Youth Services is hereby authorized to conduct the 2022 Senior Citizen Picnic outdoors at Marjorie R. Post Community Park, on Unqua Road, in Massapequa, from 10:00 a.m. to 3:00 p.m., on Tuesday, September 20,

2022, weather permitting, with all Town of Oyster Bay Senior Citizens being required to pre-register in order to attend the event, and with staff from the Department of Community and Youth Services staff to conduct classes, games and other outdoor activities for the event, for a total event cost not to exceed \$4,850.00; and be it further

RESOLVED, That the Commissioner of the Department of Community & Youth Services, and/or her duly appointed designee, is hereby authorized to make changes, as necessary, as to the date, time and location of said event; and be it further

RESOLVED, That the Town is hereby authorized to enter into an agreement with D & J Refreshments, Inc., for said vendor to provide food and beverages for said event, at a total cost to the not to exceed \$4,000.00, with said vendor to obtain the necessary Nassau County Board of Health Board of Health Temporary Vendor Food Permit; and be it further

RESOLVED, That the Town Supervisor, and/or his duly appointed designee, and/or the Commissioner of the Department of Community and Youth Services is hereby authorized to execute said agreement; and be it further

RESOLVED, That the funds for said payment shall be drawn from, Account No. CYS A 7020 47660 000 0000, *Special Events*; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit; and be it further

RESOLVED, That the Town is hereby authorized to enter into an agreement with the Banjo Rascals, to provide musical entertainment for the event for a total cost not to exceed \$850.00; and be it further

RESOLVED, That the Town Supervisor, and/or his duly appointed designee, and/or the Commissioner of the Department of Community and Youth Services is hereby authorized to execute said agreement; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMORANDUM

August 4, 2022

TO: Memorandum Docket

FROM: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services

SUBJECT: 2022 Senior Citizen Picnic

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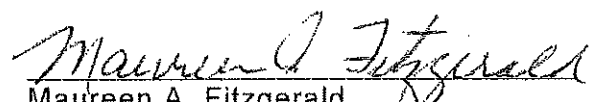
The Department of Community and Youth Services is requesting Town Board authorization to host a Senior Citizen Picnic. The Picnic is scheduled to be held on Tuesday, September 20, 2022 at Marjorie R. Post Community Park, Unqua Road, Massapequa, from 10:00 AM to 3:00 PM. The event will be held outdoors, weather permitting.

Town of Oyster Bay Senior Citizens will be required to pre-register to attend. The event will provide hamburgers, hot dogs, and beverages provided through D & J Refreshments, Incorporated and is free to the senior attendees. There will be a Tai Chi class, a Line Dancing Class, games and other outdoor activities conducted by the staff of the Department.

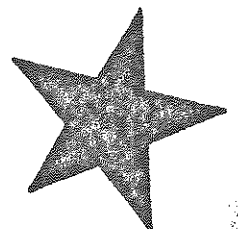
D & J Refreshments, Inc., is a current Town Concessionaire and will obtain the necessary *Board of Health Temporary Vendor Food Permit*. The cost for the refreshment portion of the event shall not exceed \$4,000.00. Entertainment shall be provided by the Banjo Rascals whose fee is \$850.00. The total cost of the event shall not exceed \$4,850.00 and funds are available in CYS A 7020 47660 000 0000, *Special Events*.

Both vendors have been vetted through the Exiger System and the Inspector General is satisfied that the requirements of the Town's Procurement Policy have been fulfilled.

Therefore, it is respectfully requested that the Town Board authorize the Department to present the 2022 Senior Citizen Picnic, authorize the agreement and further authorize the Supervisor and/or his designee and/or the Commissioner of the Department to execute said agreement. The Department also requests authorization for the Commissioner and/or her designee to make changes, as necessary, to the date, time and location of said event.

  
Maureen A. Fitzgerald  
Commissioner

MAF:sab  
Attachments



Contract No.: XXX-XXXX

### Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and XXXXXXXXX, located at XXXXXXXXXXXXXXXX, XXXXXXX, NY XXXXX (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: XXXXXXXXXXXX

Date: XXXXXXXXXXXX

Location: XXXXXXXXXXXXXXXX

Amount: \$XXX.XX

In consideration of these services, the Town of Oyster Bay agrees to pay CONTRACTOR the sum of XXXXXXXXX dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

—————  
CONTRACTOR

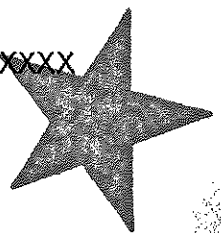
—————  
DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY

—————  
COMMISSIONER

DATE: \_\_\_\_\_, XXXX

Reviewed By  
Office of Town Attorney  
*[Signature]*



**Contract**

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") Banjo Rascals located at 34 Florence Ave. Massapequa, New York 11758 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Banjo Rascals  
Dates: Tuesday, September 20, 2022  
Location: Marjorie R. Post Community Park  
Amount: \$850.00

In consideration of these services, the Town of Oyster Bay agrees to pay CONTRACTOR the sum of Eight hundred fifty dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees.

BANJO RASCALS

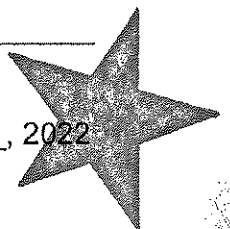
\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2022

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

DATE: \_\_\_\_\_, 2022



Meeting of September 13, 2022

Resolution No.588 -2022

Reviewed By  
Office of Town Attorney  
Ralph P. Perry

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated August 4, 2022, requested that the Town Board authorize the Department to present the Annual 2022 Family Fall & Halloween Festival to be held on Saturday, October 22, 2022, from 1:00 p.m. to 4:00 p.m., at Marjorie R. Post Community Park, Massapequa, with the event to be held outdoors, weather permitting, and free to the public, including refreshments (to be supplemented by Friends of the Community Service Department, Inc.) a pumpkin patch, inflatables, hay ride, hay maze, crafts, games, and prizes, at a total cost not to exceed \$20,000.00, with funds available for payment in, and to be drawn from, Account No. CYA A 7020 41800 000 0000, *Recreational Supplies*, and Account No. CYS A 7020 45100 000 0000, *Equipment Rental*; and

WHEREAS, Commissioner, Fitzgerald, by said memorandum, further requested that the Town Board authorize the Town Supervisor, and/or his duly appointed designee, and/or the Commissioner of the Department of Community and Youth Services, to execute an agreement with Mr. Ernest Sites, Post Office Box 660, Wendall, Idaho 83355, to provide entertainment during the 2022 Annual Family Fall & Halloween Festival, for an amount not to exceed \$1,000.00 for said performance, with the funds available for payment in, and to be drawn from, Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the vendors for this event have been vetted by the Town's Exiger System, and that the Inspector General has been satisfied that the requirements of the Town of Oyster Bay Procurement Policy have been fulfilled; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of the abovementioned requests will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are hereby approved, and that the Town Board authorizes the Department of Community and Youth Services to hold the 2022 Family Fall & Halloween Festival to be held on Saturday, October 22, 2022, from 1:00 p.m. to 4:00 p.m., at Marjorie R. Post Community Park, Massapequa, with the event to be held outdoors, weather permitting, and free to the public, including refreshments (to be supplemented by Friends of the Community Service Department, Inc.) a pumpkin patch, inflatables, hay ride, hay maze, crafts, games, and prizes, at a total cost not to exceed \$20,000; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CYA A 7020 41800 000 0000, *Recreational Supplies*, and Account No. CYS A 7020 45100 000 0000, *Equipment Rental*; and be it further



RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit; and be it further

RESOLVED, That the Town Board hereby authorizes the Town Supervisor, and/or his duly appointed designee, and/or the Commissioner of the Department of Community and Youth Services, to sign and execute an agreement with Mr. Ernest Sites, to provide entertainment during the 2022 Annual Family Fall & Halloween Festival, for an amount not to exceed \$1,000.00 for said performance; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMORANDUM

August 4, 2022

TO: Memorandum Docket

FROM: Maureen A. Fitzgerald, Commissioner  
The Department of Community & Youth Services

SUBJECT: 2022 Annual Family Fall & Halloween Festival

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The Department of Community and Youth Services is requesting Town Board authorization to present the annual Family Fall & Halloween Festival. The Festival is scheduled to be held on Saturday, October 22, 2022 at Marjorie R. Post Community Park, Unqua Road, Massapequa, from 1:00 PM to 4:00 PM.

This event is free to the public and will include refreshments, a pumpkin patch, inflatables, hay ride, hay maze, crafts, games and prizes. This event will be held outdoors, weather permitting. Refreshments will be supplemented by *Friends of the Community Service Department, Inc.*

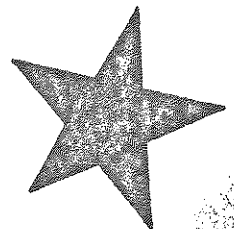
The Department of Community & Youth Services requests Town Board authorization to sign a contract with Ernest Sites, located at PO Box 660 Wendell, Idaho who will provide entertainment during the festival. This performer has been vetted through the Exiger System and the Inspector General is satisfied that the Town's Procurement Policy requirements have been met. The fee for this performance is \$1,000.00 and the funds are available in Account CYS A 7020 47660 000 0000, *Special Events*.

The carnival equipment will be provided by Dynamic Events and will be procured through the Purchasing Division. Funds for the event are available in account CYS A 7020 41800 000 0000, *Recreational Supplies* and CYS A 7020 45100 000 0000, *Equipment Rental*. The total cost for the event shall not exceed \$20,000.00.

Therefore, it is respectfully requested that the Town Board authorize the Department to present the Family Fall & Halloween Festival, authorize the contract and further authorize the Supervisor and/or his designee and/or the Commissioner of the Department to execute said contract.

  
Maureen A. Fitzgerald  
Commissioner

MAF:kf  
Attachment



Contract No.: XXX-XXXX

### Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and XXXXXXXXXX, located at XXXXXXXXXXXXXXXX, XXXXXXXX, NY XXXXX (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: XXXXXXXXXXXXX

Date: XXXXXXXXXXXXX

Location: XXXXXXXXXXXXXXXX

Amount: \$XXX.XX

In consideration of these services, the Town of Oyster Bay agrees to pay CONTRACTOR the sum of XXXXXXXXXX dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
CONTRACTOR

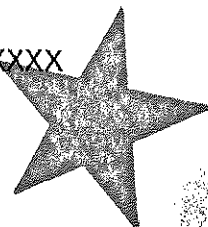
\_\_\_\_\_  
DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

DATE: \_\_\_\_\_, XXXX

Reviewed By  
Office of Town Attorney  
*[Signature]*



**Contract**

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Ernie Sites, Post Office Box 660, Wendall, Idaho 83355 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Ernie Sites

Date: Saturday, October 22, 2022

Location: Marjorie R. Post Community Park, Massapequa, New York

Amount: \$1,000.00

In consideration of these services, the Town of Oyster Bay agrees to pay CONTRACTOR the sum of One thousand dollars and 00/100. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees.

ERNIE SITES

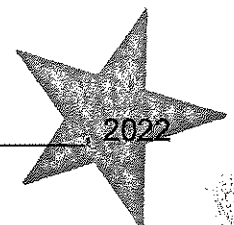
\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2022

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

DATE: \_\_\_\_\_, 2022



Meeting of September 13, 2022

Resolution No.589-2022

WHEREAS, Jo-Anne Dobkin has requested to donate a memorial plaque and new bench to be placed in Harry Tappen Beach, Sea Cliff, in memory of Margaret Merry Taylor Schierhorst; and

WHEREAS, the value of the plaque and existing bench is estimated to be \$1,350.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 5, 2022, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,350.00 from Jo-Anne Dobkin for a memorial plaque and new bench to be placed in Harry Tappen Beach, Sea Cliff, in memory of Margaret Merry Taylor Schierhorst.

-#-

Reviewed By  
Office of Town Attorney  
*Danica Walpe*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO: Memorandum Docket**

**FROM: Joseph G. Pinto, Commissioner of Parks**

**SUBJECT: Memorial Plaque and Bench**

**DATE: August 5, 2022**

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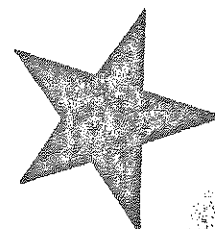
The Department of Parks has received a request from Jo-Anne Dobkin (letter attached) requesting to donate a memorial plaque and a new bench to be placed in Harry Tappen Beach in memory of Margaret Merry Taylor Schierhorst.

The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

The plaque and bench will be purchased by Jo-Anne Dobkin and donated to the Parks Department. The value of the plaque is estimated to be \$1350.00. Town Board approval is requested on behalf of Jo-Anne Dobkin. The monies will be collected in account PKS A 0001 02705 000 0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc



## Diann Codispodo

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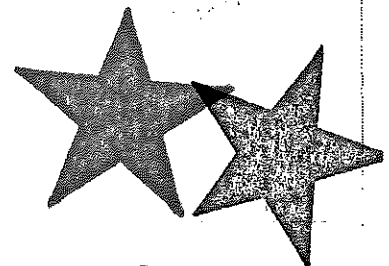
**From:** Steven Dobkin [REDACTED]>  
**Sent:** Wednesday, August 3, 2022 3:34 PM  
**To:** Diann Codispodo  
**Cc:** Joanne  
**Subject:** Bench and plaque

**CAUTION:** This email originated from outside of our organization! Do not click links, open attachments, or reply, unless you recognize the sender's email address and know the content is safe!

Hi,

Name: Jo-Anne Dobkin  
Park: Tappen Beach  
Donate: 8x6 plaque on new bench - \$1,350  
Honoree: Margaret Merry Taylor Schierhorst

Wording on plaque:  
Margaret Merry Taylor Schierhorst  
Artist, 4-H leader and mother worthy of honor  
Rest your body for a while  
Childhood memories brings a smile  
I will always miss you mom



Meeting of September 13, 2022

Resolution No.590-2022

WHEREAS, Melissa Madden has requested to donate a memorial plaque to be placed under an existing tree in Ellsworth W. Allen Park, Farmingdale, in memory of Anthony Trozolino; and

WHEREAS, the value of the plaque is estimated to be \$550.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 5, 2022, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$550.00 from Melissa Madden for a memorial plaque to be placed under an existing tree in Ellsworth W. Allen Park, Farmingdale, in memory of Anthony Trozolino.

-#-

743  
Reviewed By  
Office of Town Attorney  
*America Waple*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



590

9

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO: Memorandum Docket**  
**FROM: Joseph G. Pinto, Commissioner of Parks**  
**SUBJECT: Memorial Plaque under existing Tree**  
**DATE: August 5, 2022**

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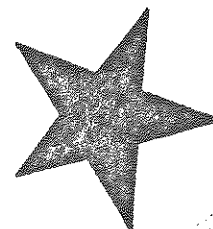
The Department of Parks has received a request from Melissa Madden (letter attached) requesting to donate a memorial plaque under an existing tree to be placed in Ellsworth W. Allen Park in memory of Anthony Trozolino.

The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

The plaque will be purchased by Melissa Madden and donated to the Parks Department. The value of the plaque is estimated to be \$550.00. Town Board approval is requested on behalf of Melissa Madden. The monies will be collected in account PKS A 0001 02705 000 0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc



## Diann Codispodo

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**From:** melissa madden [REDACTED]>  
**Sent:** Monday, July 18, 2022 7:04 PM  
**To:** Diann Codispodo  
**Subject:** Memorial plaque

**CAUTION:** This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hello,

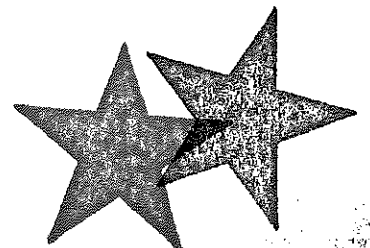
After walking the park we have decided we'd like the following:

- My name: Melissa Madden
- Park where plaque will be: Allen Park, Farmingdale
- Donation amt: \$550.00
- Honoree: Anthony Trozolino

Pls let me know what I need to do next. I'd also like to make the pymnt as soon as possible!

Thank you.

Get [Outlook for iOS](#)



Meeting of September 13, 2022

Resolution No.591-2022

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated August 8, 2022, requested Town Board authorization to renew the Department's membership in the Long Island Association, Inc. (LIA), for the period from September 1, 2022 to August 31, 2023, at a cost of \$875.00, and that the Comptroller be authorized to make payment with funds available in Account No. PAD B 3620 47900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Planning and Development is hereby authorized to renew membership in the LIA, from September 1, 2022 to August 31, 2023, *nunc pro tunc*, at a cost of \$875.00, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. PAD B 3620 47900 000 0000.

-#-

Reviewed By  
Office of Town Attorney  
*America Waite*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

August 8, 2022

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: MEMBERSHIP RENEWAL IN THE  
LONG ISLAND ASSOCIATION, INC. (LIA)

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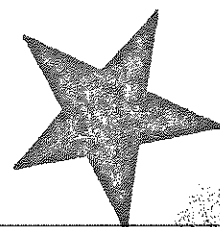
The Department of Planning and Development requests that the Town Board authorize the Department's membership in the Long Island Association, Inc. (LIA), from September 1, 2022 through August 31, 2023 for a period of (1) year and to authorize payment in the amount of \$875.00 to pay this fee for the Department's membership.

Funds for this request in an amount not to exceed \$875.00 are available in Account No. PAD B 3620 47900 000 0000. The Department requests that the Town Board authorize and direct the Comptroller to make payment of said fee, upon submission of duly certified claim, after audit.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM /dm

cc: Legislative Affairs



**Long  
Island  
Association**

Long Island Association  
300 Broadhollow Rd., Ste. 110W  
Melville, NY 11747  
(631) 493-3000

## INVOICE

Invoice Date: 9/1/2022  
Invoice Number: 318442  
Period: September 2022 - August 2023

James Mc Caffrey  
Town of Oyster Bay  
Town Hall, 74 Audrey Avenue  
Oyster Bay, NY 11771-1592

Description	Amount
MEMBERSHIP DUES	\$875.00

A portion of your membership dues may be tax deductible as a business expense, but not as a charitable contribution. Ten percent of dues are non-deductible in accordance with IRS Sec. 6033.

Thank you for your support of the Long Island Association  
Visit us at [www.longislandassociation.org](http://www.longislandassociation.org)

Total: \$875.00

Please return this portion with your payment.

Town of Oyster Bay  
James Mc Caffrey  
Department of Economic Dev.  
Town Hall, 74 Audrey Avenue  
Oyster Bay, NY 11771

Invoice Date: 9/1/2022  
Invoice Number: 318442  
Period: September 2022 - August 2023

Total Amount: \$875.00

Payment Method: ☐ Check # ☐ Credit Card

Make all checks payable to Long Island Association or enter credit card information below.

Cardholder's Name (print): \_\_\_\_\_

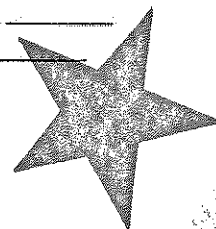
Cardholder's Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Cardholder's Email Address: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV Code (3 digits on back of card) \_\_\_\_\_

Corp Card (Y/N): \_\_\_\_\_ Signature: \_\_\_\_\_




Meeting of September 13, 2022

Resolution No. 592-2022

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the New York State Department of Transportation Single Audit Report, for the period beginning on January 1, 2021 and ending on December 31, 2021, in compliance with Article 3 of the New York State General Municipal Law, requiring public verification of said report and filing with the State Comptroller, nunc pro tunc to August 4, 2022.

-#-

 Reviewed By  
Office of Town Attorney  
*Elizabeth A. Langman*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAYINTER-DEPARTMENTAL MEMORANDUM

August 5, 2022

**TO:** Memorandum Docket

**FROM:** Sheila Tarnowski, Legislative Affairs

**THRU:** Frank M. Scalera, Town Attorney

**SUBJECT:** Town of Oyster Bay  
External Audit Report –New York State  
Department of Transportation  
for the year ended December 31, 2021.

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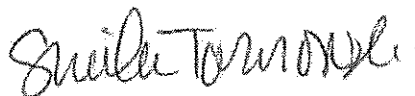
In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

The Comptroller's Office has indicated there are no findings that require written response.

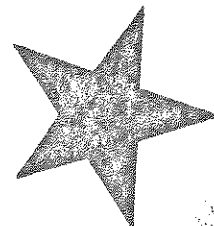
A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the report should be adopted by the Town Board at their next meeting, nunc pro tunc to August 4, 2022.

Frank M. Scalera  
Town Attorney



Sheila Tarnowski  
Dir., Legislative Affairs

FMS:ST:pc



Meeting of September 13, 2022

Resolution No. 593-2022

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the External Audit Report Town of Oyster Bay Town Clerk Agency Funds - for the period beginning on January 1, 2021, and ending on December 31, 2021, in compliance with General Municipal Law, Article 3, requiring public verification of said report and filing with the State Comptroller, nunc pro tunc to August 4, 2022.

-#-

Reviewed By  
Office of Town Attorney  
*Elizabeth C. Tangherlin*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMORANDUM**

August 5, 2022

**TO:** Memorandum Docket

**FROM:** Sheila Tarnowski, Legislative Affairs

**THRU:** Frank M. Scalera, Town Attorney

**SUBJECT:** Town of Oyster Bay  
External Audit Report – Office of the Town Clerk  
for the year ended December 31, 2021.

---

In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

The Comptroller's Office has indicated there are no findings that require written response.

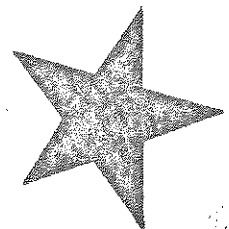
A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the report should be adopted by the Town Board at their next meeting, nunc pro tunc to August 4, 2022.

Frank M. Scalera  
Town Attorney

*Sheila Tarnowski*

Sheila Tarnowski  
Dir., Legislative Affairs

FMS:ST:pc



Meeting of September 13, 2022

Resolution No. 594-2022

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk in publishing the External Audit Report - Town of Oyster Bay Office of the Receiver of Taxes, for the period beginning on October 1, 2020 and ending on September 30, 2021, in compliance with General Municipal Law, Article 3, requiring public verification of said report and filing with the State Comptroller, such ratification being nunc pro tunc to August 4, 2022.

-#-

Reviewed By  
Office of Town Attorney  
*Elaine A. Longman*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMORANDUM**

August 5, 2022

**TO:** Memorandum Docket

**FROM:** Sheila Tarnowski, Legislative Affairs  
**THRU:** Frank M. Scalera, Town Attorney

**SUBJECT:** Town of Oyster Bay  
External Audit Report – Office of the Receiver of Taxes  
for the year ended September 30, 2021.

---

In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

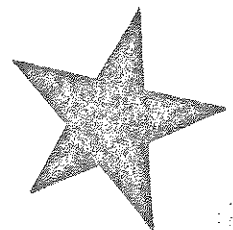
The Comptroller's Office has indicated there are no findings that require written response.

A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the report should be adopted by the Town Board at their next meeting, nunc pro tunc to August 4, 2022.

Frank M. Scalera  
Town Attorney

*Sheila Tarnowski*  
Sheila Tarnowski  
Dir., Legislative Affairs

FMS:ST:pc



Meeting of September 13, 2022

Resolution No.595-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 2, 2022, authorized the Highway Department to clean up the premises located at 6 Primrose Avenue, Hicksville, New York 11801, also known as Section 12, Block 361, Lot 23 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 2, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 8, 2022, in the total amount of \$2,427.75, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 2, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,427.75 may be assessed by the Legislature of the County of Nassau against the parcel known as 6 Primrose Avenue, Hicksville, New York 11801, also known as Section 12, Block 361, Lot 23 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 2, 2022

SUBJECT: Property Cleanup Assessment  
6 Primrose Avenue, Hicksville, New York 11801  
Section 12, Block 361, Lot 23


---

The Department of Planning and Development, by memorandum dated June 2, 2022, directed the Highway Department to clean the premises located at 6 Primrose Avenue, Hicksville, New York 11801, also known as Section 12, Block 361, Lot 23 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 8, 2022. The cost incurred by the Town of Oyster Bay was \$2,427.75.

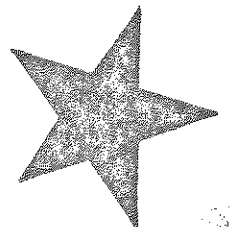
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



Meeting of September 13, 2022

Resolution No.596-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 25, 2022, authorized the Highway Department to clean up the premises located at 14 Hazelwood Drive, Jericho, New York 11753, also known as Section 12, Block 506, Lot 23 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 2, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2022, in the total amount of \$1,189.25, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 2, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,189.25 may be assessed by the Legislature of the County of Nassau against the parcel known as 14 Hazelwood Drive, Jericho, New York 11753, also known as Section 12, Block 506, Lot 23 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 2, 2022

SUBJECT: Property Cleanup Assessment  
14 Hazelwood Drive, Jericho, New York 11753  
Section 12, Block 506, Lot 23

---

The Department of Planning and Development, by memorandum dated May 25, 2022, directed the Highway Department to clean the premises located at 14 Hazelwood Drive, Jericho, New York 11753, also known as Section 12, Block 506, Lot 23 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 6, 2022. The cost incurred by the Town of Oyster Bay was \$1,189.25.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

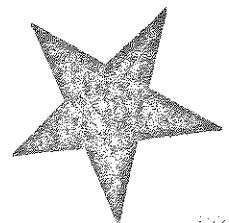
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*

Ralph P. Healey  
Special Counsel

RPH:aml  
Attachment



2022-8642

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 2, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 6 Primrose Avenue, Hicksville, New York 11801  
SBL: 12-361-23

Notice of Violation number 07757 was issued to the owner of the above-referenced premises on 05/23/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut grass and vegetation on premises.

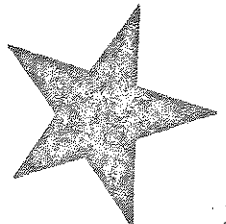
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELMME: ml  
cc: Frank Scalera, Town Attorney

No Deed





**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT: 6 PRIMROSE AVENUE, HICKSVILLE  
CLEAN-UP**

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,427.75.

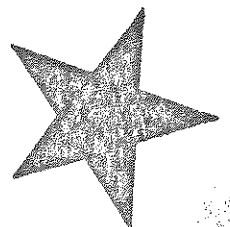
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet

CLEAN - UP 6 PRIMROSE AVENUE, HICKSVILLE TO P & D 94545





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-361-23) 6 PRIMROSE AVE HICKSVILLE 11801

Date Jun 8, 2022

Work Order # 94545

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	03:00	\$37.26	00:00	0	\$111.78
JAMES ROMANO	General Maintenance	03:00	\$30.77	00:00	0	\$92.31
VINCENT PADAVANO	General Maintenance	03:00	\$53.61	00:00	0	\$160.83
SEAN MCLAUGHLIN	General Maintenance	03:00	\$28.61	00:00	0	\$85.83
JOHN MURRAY	General Maintenance	03:00	\$15.00	00:00	0	\$45.00
Total Labor						\$495.75

## Tools/Vehicle

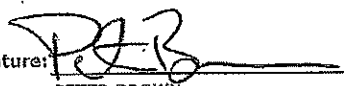
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK437	2016 UNTERNATIONAL 7400 SANI PACKER YW	\$105.00	03:00	\$315.00
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	03:00	\$237.00
TD704	TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons	\$105.00	03:00	\$315.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	03:00	\$315.00
Total Equipment				\$1182.00

## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$2427.75**

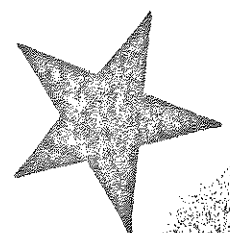
Description of Work:  
CLEAN UP 6 PRIMROSE AVENUE HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 9, 2022





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCARTREY**  
DEPUTY COMMISSIONER

June 2, 2022

Frank Yassus  
6 Primrose Avenue  
Hicksville, NY 11801

RE: PREMISES: 6 Primrose Avenue, Hicksville, New York 11801  
SECTION 12 BLOCK 361 LOT 23

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

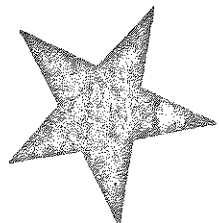
Please be advised that Notice of Violation Number 07757 (copy attached) has been served on 05/23/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

Michael Esposito  
Code Enforcement Bureau

ELM:ME: ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO: FRANK M. SCALERA, TOWN ATTORNEY**

**FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**DATE: JUNE 10, 2022**

**SUBJECT: 6 PRIMROSE AVENUE, HICKSVILLE, NEW YORK 11801  
SECTION 12, BLOCK 361, LOT(S) 23**

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

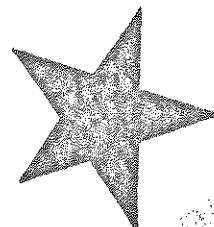
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 2,427.75

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 2,427.75 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.

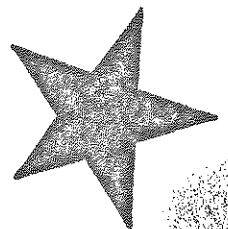


SECTION	12	BLK.	361	LOT	23	ADDRESS	6 PRIMROSE AVENUE
	830		4,600		4,600		611
TOWN OR	80103						
	17-1-2-3-9-23-33-93-57-A-39-D-18						
	APR 12 1900						
F. M.	F. & M. YASUS						
SEC. 12	BLOCK 361						
LOT	23						
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p style="text-align: center;">830 4,600 4,600 611</p> <p style="text-align: center;">17-1-2-3-9-23-33-93-57-A-39-D-18</p> <p style="text-align: center;">F. &amp; M. YASUS</p> <p style="text-align: center;">SEC. 12 BLOCK 361</p> <p style="text-align: center;">LOT 23</p> </div>							
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p style="text-align: center;">830 4,600 4,600 611</p> <p style="text-align: center;">17-1-2-3-9-23-33-93-57-A-39-D-18</p> <p style="text-align: center;">F. &amp; M. YASUS</p> <p style="text-align: center;">SEC. 12 BLOCK 361</p> <p style="text-align: center;">LOT 23</p> </div>							

LAND RECORD				LAND VALUE COMPUTATIONS					
NO UTILITIES	LOW	FRONTAGE FIGURED	AVERAGE DEPTH	UNIT PRICE	UNIT PERCENT	FRONT FT. PRICE	COR. INFL.	TOTAL	
NO SEWER	HIGH	65	117	10	106	10.60		689	
NO WATER	ROUGH								
NO GAS	ROCKY	65	117	12	106	12.72		827	
NO ELECTRICITY	SWAMPY								
	HILLSIDE								
NO STREET	WOODED								
DIRT STREET	BRUSH LAND								
SEMI IMPROVED ST.	TILLABLE								
NO SIDEWALK									

DEPARTMENT RECORD NASSAU COUNTY, NEW YORK



2022-8635

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 25, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 14 Hazelwood Drive, Jericho, New York 11753  
SBL: 12-506-23

Notice of Violation number 07718 was issued to the owner of the above-referenced premises on 05/16/22 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

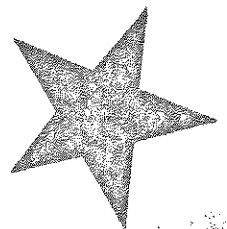
- Cut lawn and vegetation in front, both sides and rear yards and utility strip.
- Trim bush in front yard to clear sidewalk path.

Pursuant to the provisions of Chapter 135, Section 54 (C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME: ml  
cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall -- 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIRKE**  
DEPUTY COMMISSIONER

**JAMES McCAFFREY**  
DEPUTY COMMISSIONER

May 25, 2022

Vivian Loeber  
15011 Ashland Circle Apt. 23  
Delray Beach, Fla. 33484

RE: PREMISES: 14 Hazelwood Drive, Jericho, NY 11753  
SECTION 12 BLOCK 506 LOT 23

Dear Property Owner:

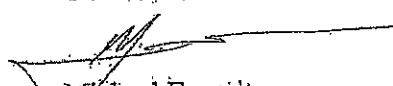
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation Number 07718 (copy attached) has been served on 05/16/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

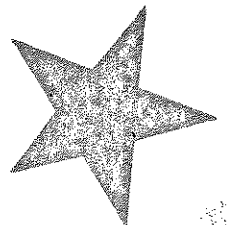
Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure



THIS INDENTURE, made the 5 day of <sup>APRIL</sup>, TWO THOUSAND AND THREE.  
BETWEEN Vivian Loeber, as surviving tenant by the entirety of [REDACTED] who died a  
resident of Nassau County on April 6, 1998, residing at 14 Hazelwood Drive, Jericho, NY

party of the first part, and  
Vivian Loeber, residing at 14 Hazelwood Drive, Jericho, NY

party of the second part,  
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and  
assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and  
being at Jericho, Town of Oyster Bay, County of Nassau and State of New York, known and  
designated as and by Lot No. 23 in Block 506, on a certain map entitled "Map of Birchwood at  
Jericho, Section No. 3, Jericho Town of Oyster Bay, Nassau County, N. Y., surveyed by Teas and  
Steinbrenner, Lic. Land Surveyors," and filed in the Nassau County Clerk's Office on June 21,  
1955, as Map No. 6449, bounded and more particularly described as follows:

BEGINNING at a point on the easterly side of Hazelwood Drive, distant 276.10 feet northerly  
when measured along the easterly side of Hazelwood Drive from the northerly end of a curve  
having a radius of 15 feet which curve connects the easterly side of Hazelwood Drive and the  
northerly side of Birchwood Park Drive and from said point of beginning

RUNNING THENCE along the easterly side of Hazelwood Drive, North 10 degrees 16 minutes  
00 seconds East 80 feet;

THENCE South 79 degrees 44 minutes 00 seconds East 125 feet;

THENCE South 10 degrees 16 minutes 00 seconds West 80 feet;

THENCE North 79 degrees 44 minutes 00 seconds West 125 feet to the easterly side of  
Hazelwood Drive at the point or place of BEGINNING.

Being the same premises described in Deed made by Mildred Faber to Norman Loeber and Vivian  
Loeber, dated June 30, 1970 and recorded July 7, 1970 in Liber 8135, page 405.

SAID PREMISES being known as 14 Hazelwood Drive, Jericho, New York.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads  
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate  
and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein  
granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part in compliance with Section 13 of the Lien Law, covenants that the party of the first part  
will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to  
be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the  
cost of the improvement before using any part of the same for any other purpose.

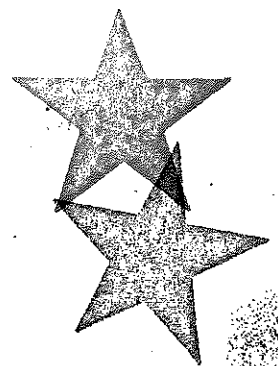
AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee  
simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that  
the said premises are free from encumbrances, except as aforesaid; that the party of the first part will execute or procure  
any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title  
to said premises.

The word "party" shall be considered as if it read "parties" whenever the sense of this indenture so requires.

IN THE WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first  
above written.

IN THE PRESENCE OF:

*Vivian Loeber*



SEC  
12

BIC  
SDP

Lot  
23



**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT:** 14 HAZELWOOD DRIVE, JERICHO  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

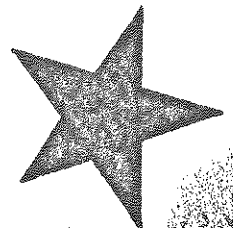
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,189.25.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-506-23) 14 HAZELWOOD DR JERICHO 11753

Date Jun 6, 2022

Work Order # 94273

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$37.26	00:00	0	\$37.26
JAMES ROMANO	General Maintenance	01:00	\$30.77	00:00	0	\$30.77
VINCENT PADAVANO	General Maintenance	01:00	\$53.61	00:00	0	\$53.61
SEAN MCLAUGHLIN	General Maintenance	01:00	\$28.61	00:00	0	\$28.61
Total Labor						\$150.25

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	01:00	\$105.00
Total Equipment				\$289.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1189.25**

### Description of Work:

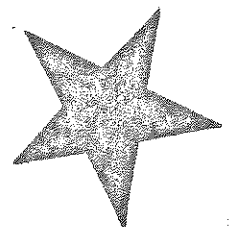
CLEAN UP 14 HAZELWOOD DRIVE LE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 7, 2022



Meeting of September 13, 2022

Resolution No.597-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 17, 2022, authorized the Highway Department to clean up the premises located at 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 2, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 26, 2022, in the total amount of \$1,501.56, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 2, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,501.56 may be assessed by the Legislature of the County of Nassau against the parcel known as 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

11/10/22  
Reviewed By  
Office of Town Attorney  
Ralph P. Healey

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 2, 2022

SUBJECT: Property Cleanup Assessment  
18 Melissa Lane, Old Bethpage, New York 11804  
Section 47, Block 99, Lot 18

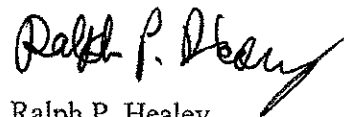
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The Department of Planning and Development, by memorandum dated May 17, 2022, directed the Highway Department to clean the premises located at 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on May 26, 2022. The cost incurred by the Town of Oyster Bay was \$1,501.56.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

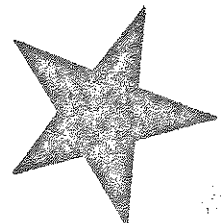
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8640

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 17, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 18 Melissa Lane, Old Bethpage, New York 11804  
SBL: 47-99-18

---

Notice of Violation number 07778 was issued to the owner of the above-referenced premises on 05/09/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut lawn on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

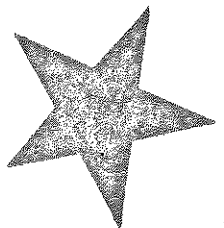
ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

BLM:ME:ml

cc: Frank Scalera, Town Attorney

No Seed





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES MCCAFFREY  
DEPUTY COMMISSIONER

May 17, 2022

Cynthia Mirabel  
18 Melissa Lane  
Old Bethpage, New York 11804


RE: PREMISES: 18 Melissa Lane, Old Bethpage, NY 11804  
SECTION 47 BLOCK 99 LOT 18

Dear Property Owner:

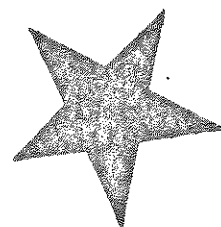
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation Number 07778 (copy attached) has been served on 05/09/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure



AC

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO: FRANK M. SCALERA, TOWN ATTORNEY**

**FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**DATE: JUNE 10, 2022**

**SUBJECT: 18 MELISSA LANE, OLD BETHPAGE, NEW YORK 11804  
SECTION 47, BLOCK 99, LOT(S) 18**

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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

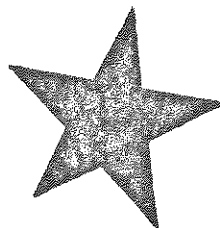
1) T.O.B. Highway Department Clean-Up Costs: \$ 1,501.56

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,501.56 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

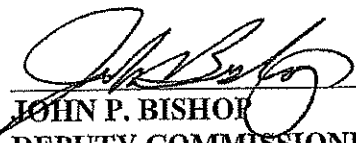
**SUBJECT:** 18 MELISSA LANE, OLD BETHPAGE  
CLEAN-UP

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Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

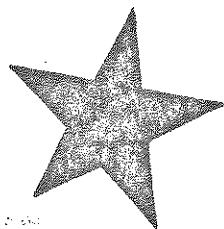
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,501.56.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet







## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (47-99-18) 18 MELISSA LN OLD BETHPAGE 11804

Date May 26, 2022

Work Order # 94107

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JUAN ALFARO	General Maintenance	02:00	\$28.61	00:00	0	\$57.22
RODOLFO MERCADO	General Maintenance	02:00	\$29.33	00:00	0	\$58.66
DAVID G AGOSTINELLO	General Maintenance	02:00	\$20.00	00:00	0	\$40.00
MICHAEL HERRON	General Maintenance	02:00	\$25.72	00:00	0	\$51.44
JOSEPH MASTA	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
JESSE VITERI	General Maintenance	02:00	\$23.56	00:00	0	\$47.12
CHARLES R MURPHY	General Maintenance	02:00	\$23.56	00:00	0	\$47.12
Total Labor						\$331.56

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD739	2019 FORD F450 WY POWER WAGON	\$105.00	02:00	\$210.00
TR212	2019 TRAILER YW	\$105.00	02:00	\$210.00
Total Equipment				\$420.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1501.56**

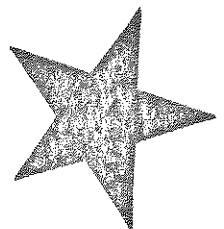
Description of Work:  
CLEAN UP 18 MELISSA LANE OBP

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun-8, 2022



Meeting of September 13, 2022

Resolution No.598-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 2, 2022, authorized the Highway Department to clean up the premises located at 63 Vandewater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 2, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 7, 2022, in the total amount of \$1,143.92, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 2, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,143.92 may be assessed by the Legislature of the County of Nassau against the parcel known as 63 Vandewater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

Ralph P. Healey

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 2, 2022

SUBJECT: Property Cleanup Assessment  
63 Vandewater Street, Farmingdale, New York 11735  
Section 48, Block 503, Lot 114


---

The Department of Planning and Development, by memorandum dated June 2, 2022, directed the Highway Department to clean the premises located at 63 Vandewater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 7, 2022. The cost incurred by the Town of Oyster Bay was \$1,143.92.

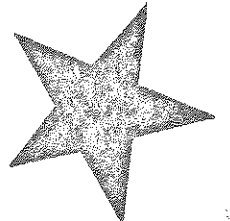
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8643

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 2, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 63 Vandewater Street, Farmingdale, New York 11735  
SBL: 48-503-114

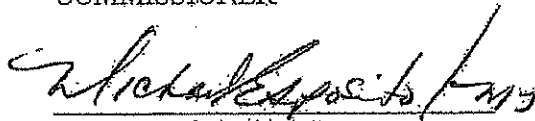
Notice of Violation number 07860 was issued to the owner of the above-referenced premises on 05/20/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut lawn and vegetation on premises.

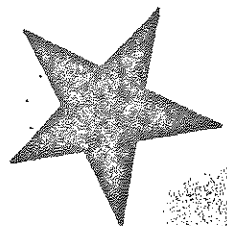
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME: ml  
cc: Frank Scalera, Town Attorney  
cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law

No Deed





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

June 2, 2022

Estate of Donald Temple  
743 Shirley Avenue  
Norfolk, VA 23517

RE: PREMISES: 63 Vandewater Street, Farmingdale, New York 11735  
SECTION 48 BLOCK 503 LOT 114

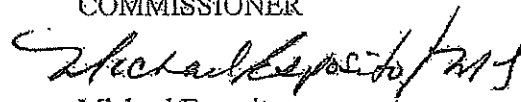
Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation Number 07860 (copy attached) has been served on 05/20/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

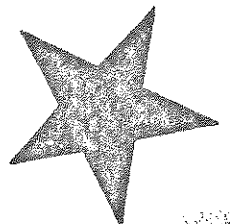
  
Michael Esposito  
Code Enforcement Bureau



ELM:ME: ml

Enclosure

cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 14, 2022

**SUBJECT:** 63 VANDEWATER STREET, FARMINGDALE, NEW YORK 11735  
SECTION 48, BLOCK 503, LOT(S) 114

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,143.92

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,143.92 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

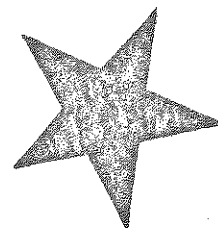
Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml

Encls.

Andrew Preston, Esq., BRFH&D Attorneys-at-Law



**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

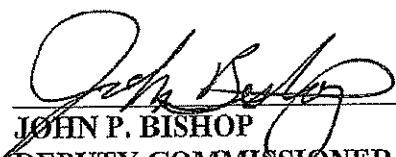
**SUBJECT: 63 VANDERWATER STREET, FARMINGDALE  
CLEAN-UP**

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,143.92.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet



## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-503-114) 63 VANDERWATER ST FARMINGDALE 11735

Date Jun 7, 2022

Work Order # 94548

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES CHADWICK, II	General Maintenance	01:00	\$48.32	00:00	0	\$48.32
DERRICK SCOTT	General Maintenance	01:00	\$46.88	00:00	0	\$46.88
ANTHONY MODAFFERI	General Maintenance	01:00	\$25.72	00:00	0	\$25.72
Total Labor						\$120.92

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PL091	PAYLOADER 2013 KOMAT WA380 YELLO (HT-2)	\$168.00	01:00	\$168.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
Total Equipment				\$273.00


### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1143.92**

### Description of Work:

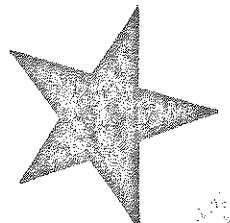
CLEAN UP 63 VANDEWATER STREET FM

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 8, 2022





Meeting of September 13, 2022

Resolution No.599-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 11, 2022, authorized the Highway Department to clean up the premises located at Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 2, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 16, 2022, in the total amount of \$1,158.28, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 2, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,158.28 may be assessed by the Legislature of the County of Nassau against the parcel known as Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

599

Town of Oyster Bay  
**Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 2, 2022

SUBJECT: Property Cleanup Assessment  
Newbridge Road, Hicksville, New York 11801  
Section 45, Block 70, Lot 49


---

The Department of Planning and Development, by memorandum dated May 11, 2022; directed the Highway Department to clean the premises located at Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 24, 2022, advised that the property was cleaned by a crew from the Highway Department on May 16, 2022. The cost incurred by the Town of Oyster Bay was \$1,158.28.

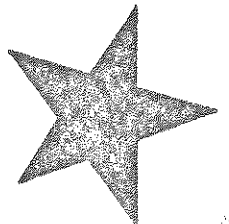
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8639

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 11, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: Newbridge Road, Hicksville, New York 11801  
SBL: 45-70-49

Notice of Violation number 07706 was issued to the owner of the above-referenced premises on 05/05/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

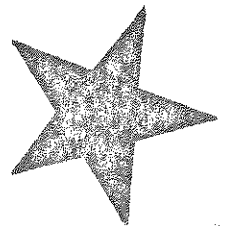
- Cut lawn and vegetation on premises.
- Remove all litter from premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME:ml  
cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES MCCAFFREY  
DEPUTY COMMISSIONER

May 11, 2022

Eileen Schmidt  
90-20 221<sup>st</sup> Place  
Queens Village, NY 11429

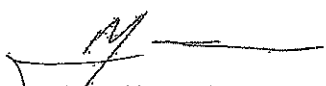
RE: PREMISES: Newbridge Road, Hicksville, NY 11801  
SECTION 45 BLOCK 70 LOT 49

Dear Property Owner:

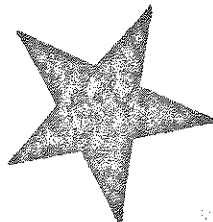
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation number 07706 (copy attached) has been served on 05/05/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure



SECTION	45	BLOCK 70	LOT 22 & 24 49	ADDRESS
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PROPERTY DESCRIPTION 220 220 220 611 TOWN OB 80103 17-1-2-3-9-23-33-93-57-A-39-D-18 APR 12 1980 EILEEN SCHMIDT SEC 45 BLOCK 70 CO-66944 LOT 49	REMARKS 21 x 95 21 x 87 @ 200' ea.  <h1 style="margin:0;">66944</h1>
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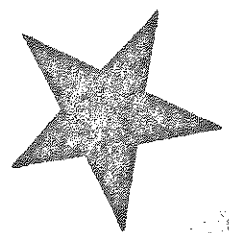
  

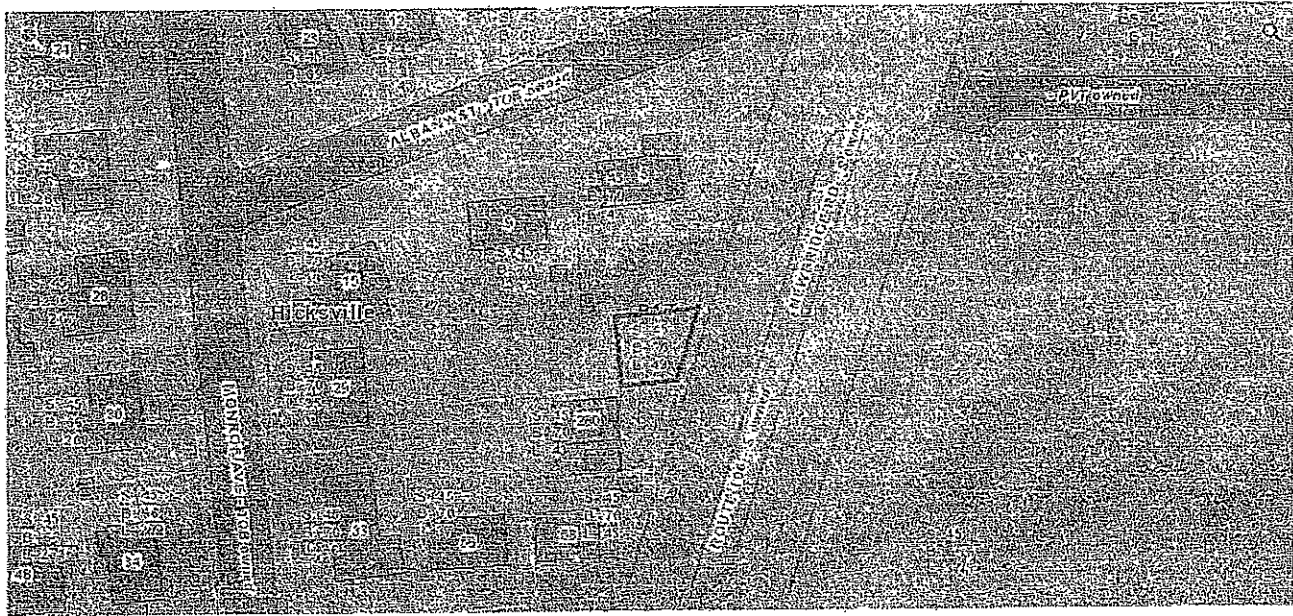
220 220 220 611 TOWN OB 77196 17-1-2-3-9-23-33-93-57-A-39-25-D-18 EILEEN SCHMIDT SEC 45 BLOCK 70 CO-66944 LOT 49	
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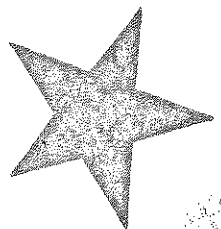
220 220 LOT 123 9 25 25 39 57 AD 93 545 EILEEN SCHMIDT SEC 45 BLK 70 CO-66944 LOT 49	LOTS 49 AFFORTIONED 1968 2 @ 1176 - OCT 8
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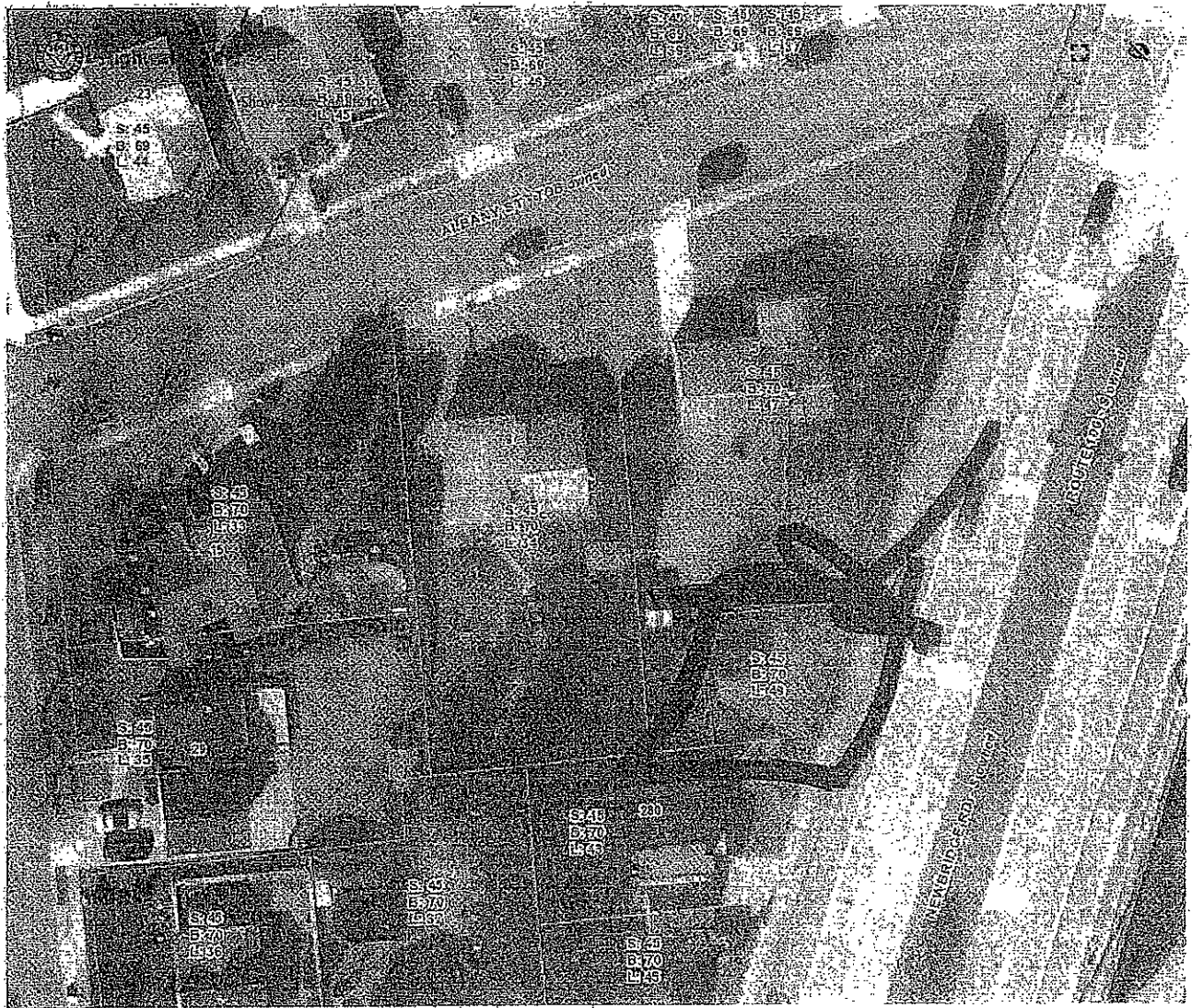
LAND RECORD				LAND-VALUE COMPUTATIONS								
NO UTILITIES		LOW		FRONTAGE FIGURED	AVERAGE DEPTH	UNIT PRICE	UNIT PERCENT	FRONT FT. PRICE	COR. INFL.	TOTAL	\$ DEPR	
NO SEWER	✓	HIGH		40	87	9.25	95	879		352		
NO WATER		ROUGH										
NO GAS		ROCKY										
NO ELECTRICITY		SWAMPY		40	87	12.00	95	1140		456		
		HILLSIDE		Report 16.74 @ x.13 =						217		
NO STREET		WOODED										
DIRT STREET		BRUSH LAND										
BETTER IMPROVED ST.		TILLABLE										
NO SIDEWALK												
ASSESSMENT RECORD NASSAU COUNTY NEW YORK				NEW YORK				THE J. M. CLEMINS				





0 30 60ft

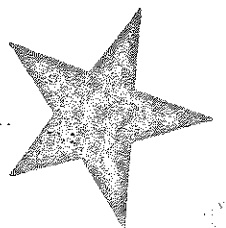


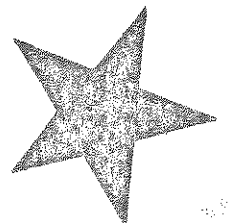
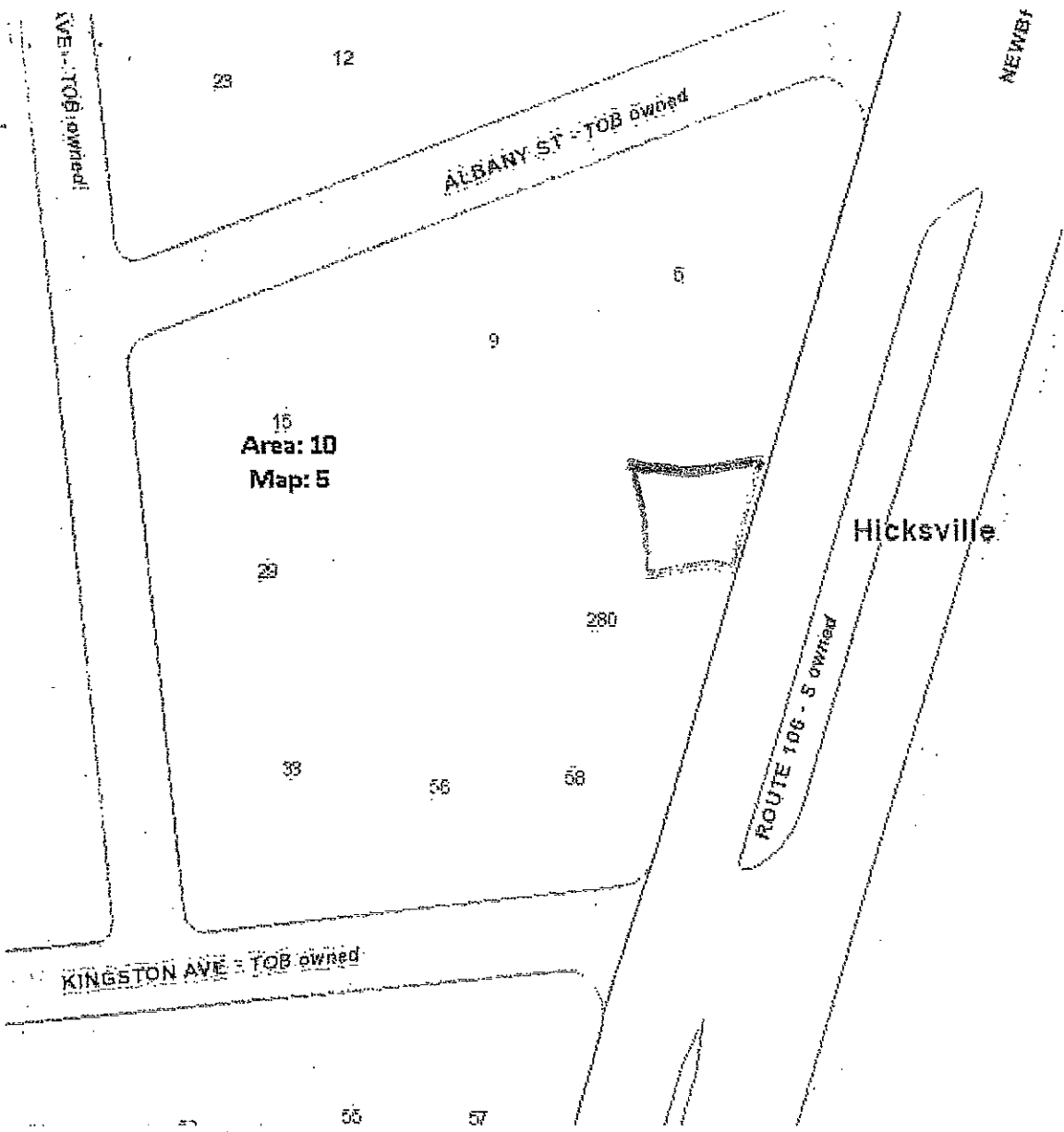


-78.530 40.759 Degrees

0 20 40ft

<http://oys-tn-gis-01/gisviewer/index.html?config=highway.json>







CEB

**Town of Oyster Bay  
Inter- Departmental Memo**

May 24, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

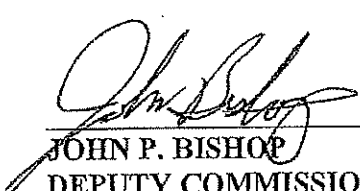
**SUBJECT:** NEWBRIDGE ROAD, HICKSVILLE  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,158.28.

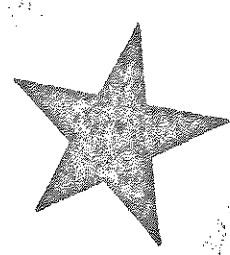
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP**  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

CLEAN - UP NEWBRIDGE ROAD, HICKSVILLE TO P & D 93911





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (45-70-49) NEWBRIDGE RD HICKSVILLE 11801

Date May 16, 2022

Work Order # 93911

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
CHRISTOPHER MURPHY	General Maintenance	01:00	\$26.44	00:00	0	\$26.44
DAVID G AGOSTINELLO	General Maintenance	01:00	\$20.00	00:00	0	\$20.00
MICHAEL HERRON	General Maintenance	01:00	\$25.72	00:00	0	\$25.72
JESSE VITERI	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
ANTHONY GRASSO	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
Total Labor						\$119.28

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU443	PICK UP 2012 FORD F-250 YW (25 / 025)	\$79.00	01:00	\$79.00
TD739	2019 FORD F450 WY POWER WAGON	\$105.00	01:00	\$105.00
TR212	2019 TRAILER YW	\$105.00	01:00	\$105.00
Total Equipment				\$289.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1158.28**

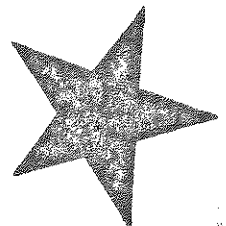
Description of Work:  
CLEAN UP NEWBRIDGE ROAD HV

Signature: \_\_\_\_\_

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 19, 2022



Meeting of September 13, 2022

Resolution No. 600-2022

WHEREAS, Richard LaMarca, Town Clerk, by memorandum dated August 2, 2022, requested Town Board authorization to renew the Town of Oyster Bay's membership in the following organizations for the period of July 1, 2022 through June 30, 2023, *nunc pro tunc*, with annual membership dues as follows:

1. New York State Town Clerk's Association: \$85.00; and
2. Nassau/Suffolk Town Clerk's Association: \$50.00.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and Richard LaMarca, Town Clerk, is hereby authorized to renew the Town of Oyster Bay's membership in the abovementioned organizations for the period of July 1, 2022 through June 30, 2023, *nunc pro tunc*, in a total amount of \$135.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of duly certified claims, after audit, and that the funds for said payments are to be drawn from Account No. OTC A 1410 47900 000 0000, or any other appropriate account.

-#-

Reviewed By  
Office of Town Attorney  
*7 MS*  
*America Warfe*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET  
FROM: RICHARD LaMARCA, TOWN CLERK  
DATE: AUGUST 2, 2022  
SUBJECT: RENEWAL OF VARIOUS TOWN MEMBERSHIPS

---

Through the Office of the Town Clerk, the Town has maintained memberships in various municipal government associations. Information received through these associations has often proved helpful to the Town Clerk's office and the Town Administration in general.

Therefore, I request authorization to renew membership in the following associations for the period July 1, 2022 through June 30, 2023, *nunc pro tunc*:

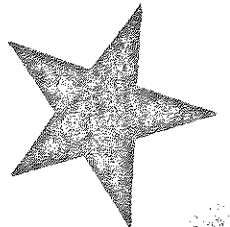
New York State Town Clerk's Association: \$85.00; and

Nassau/Suffolk Town Clerk's Association: \$50.00.

Sufficient funds are budgeted in Account Number OTC A 1410 47900 000 0000 for these memberships.

  
\_\_\_\_\_  
RICHARD LaMARCA  
TOWN CLERK

RL:rja  
Attachments



Voucher		Town Use	Code	Voucher #
Department	TOWN CLERK	Abstract #	Check #	
		Date Rec'd	Date Paid	
Claimant's	New York State Town Clerks Association	A1410.4 85.00		
Name	c/o Karen M. Sweeting, Membership Chair			
and	Town of Sweden			
Address	18 State Street			
	Brockport, NY 14420	Total → 85.00		

Date	Invoice #	Description of Materials or Services	Quantity	Unit Price	Amount
7/1/2022		July 1, 2022 to June 30, 2023 NYSTCA Membership			85.00
Total →					85.00

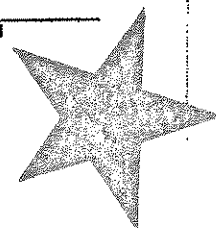
**Claimant's Certification (Or attach invoice)**

I, Karen M. Sweeting, certify that the above account in the amount of \$85.00, is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

<u>7/1/2022</u>	<u>Karen M. Sweeting, CMC/RMC</u>	<u>NYSTCA Membership Chair</u>
Date	Signature	Title

(SPACE BELOW FOR MUNICIPAL USE)

<b>Departmental Approval</b> The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.		<b>Approval For Payment</b> The claim is approved and ordered paid from the appropriations indicated above.	
_____	_____	_____	_____
Date	Authorizing Official	_____	_____
_____	_____	_____	_____
Date	Bookkeeper Approval	Date	Authorizing Board



Nassau / Suffolk Town Clerks' Association

655 Main Street  
Islip NY 11751

Vendor Code \_\_\_\_\_

Date \_\_\_\_\_

Pay to \_\_\_\_\_

**COMPTROLLERS OFFICE USE ONLY**

Voucher # \_\_\_\_\_

Fund Code \_\_\_\_\_

Amount Allowed \$ \_\_\_\_\_

Check # \_\_\_\_\_

Date Paid \_\_\_\_\_

**COMPLETE DESCRIPTION**

**NET TOTAL**

Annual Dues Nassau / Suffolk Town Clerks' Association  
July 1, 2022 – June 30, 2023

\$50.00

Total \$ \_\_\_\_\_

Adjustment \$ \_\_\_\_\_

Total Due \$ \_\_\_\_\_

**Claimant's Certification**

I hereby certify that the services for which this charge is made were in fact furnished, rendered or paid and that no part thereof has been paid or satisfied by the said Town of \_\_\_\_\_; and that there is no off-set counter claim against same. Claimant certifies that the prices charged herein do not include Federal Excise Tax or any New York City or State sales tax.

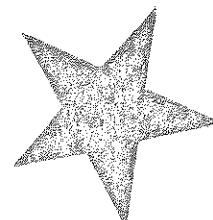
Claimant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Department Head's Approval \_\_\_\_\_

Date \_\_\_\_\_

Comptroller's Approval for Payment \_\_\_\_\_



Meeting of September 13, 2022

Resolution No.601-2022

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 5, 2022, stated that the specifications for Contract No. HLR22-238, Requirements Contract for Line Striping and Pavement Marking Throughout the Town of Oyster Bay, have been completed, and the Department of Public Works has approved the specifications, and now seeks to award the requirements contract for a one year period starting from the date of the award, with an option for four (4) individual one-year extensions, at the same terms and conditions; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, to proceed with setting a bid date for receiving bids for the contract, and further requested, that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of General Services, Division of Purchasing, is authorized and directed to proceed with the bidding phase for Contract No. HLR22-238, and to proceed with setting a bid date for receiving bids.

-#-

Reviewed By  
Office of Town Attorney

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

AUGUST 5, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS


SUBJECT: REQUEST TO ENTER BID & CONSTRUCTION PHASES  
REQUIREMENTS CONTRACT FOR LINE STRIPING AND PAVEMENT MARKINGS  
THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. HLR22-238

---

The Division of Engineering has prepared the contract specifications for Contract No. HLR22-238. The anticipated annual budgeted amount for this contract is \$100,000.00. This contract shall be awarded based upon a one-year period starting from date of award, with an option for four (4) individual one-year extensions, at the same terms and conditions.

The Commissioner of Public Works has approved the specifications and recommends that the Division of Engineering be authorized to proceed with the bidding phase and construction phase for Contract No. HLR22-238.

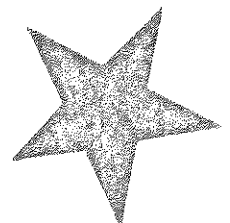
It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL//MR/lk

cc: Steven C. Ballas, Comptroller  
John Bishop, Deputy Commissioner/DPW-Highway

HLR22-238 DOCKET PERMISSION TO BID





*[Signature]*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Hing*

WHEREAS, Mr. Oleg Zivkovich, Hicksville Street Fair Organizer, Hicksville Chamber of Commerce, Inc., 10 West Marie Street Hicksville, New York 11801, by letter dated July 27, 2021, requested the closure of Jerusalem Avenue, Hicksville, from West John Street to Herzog Place, from 11:00 a.m. until 6:00 p.m., on Sunday, September 17, 2022, the use of Municipal Parking Fields H-5 and H-6, Hicksville, on said date, and during said times, the posting of temporary "No Parking" signs on said Fields, the use of twelve (12) complete barricades, and the use of eighteen (18) yellow S.O.R.T. pails, for the Chamber's 20<sup>th</sup> Annual Hicksville Summer Street Fair, to be held from 11:00 a.m. until 6:00 p.m., on Sunday, September 17, 2022, with a rain date of Sunday, September 24, 2022; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated August 2, 2022, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department has no objection to providing the Hicksville Chamber of Commerce, Inc., with the closure of Jerusalem Avenue, Hicksville, from West John Street to Herzog Place, from 11:00 a.m. until 6:00 p.m., on Sunday September 17, 2022, the use of Municipal Parking Fields H-5 and H-6, Hicksville, on said date, and during said times, the posting of temporary "No Parking" signs on said Fields the use of twelve (12) complete barricades, and the use of eighteen (18) yellow S.O.R.T. pails, for the Chamber's 20<sup>th</sup> Annual Hicksville Summer Street Fair, to be held from 11:00 a.m. until 6:00 p.m., on Sunday, September 17, 2022, with a rain date of Sunday, September 24, 2022 ; and

WHEREAS, Deputy Commissioner Bishop, by said memorandum, further advised that Jerusalem Avenue is a County roadway, and that Kenneth G. Arnold, P.E., Commissioner, Nassau County Department of Public Works, by letter dated July 29, 2022, approved the closure of Jerusalem Avenue, Hicksville, during said Street fair, for the locations, on the dates and at the times referenced above; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Highway Department is hereby authorized to provide the Hicksville Chamber of Commerce, Inc., with the closure of Jerusalem Avenue, Hicksville, from West John Street to Herzog Place, from 11:00 a.m. until 6:00 p.m., on Sunday, September 17, 2022, the use of Municipal Parking Fields H-5 and H-6, Hicksville, on said date, and during said times, the posting of temporary "No Parking" signs on said Fields, the use of twelve (12) complete barricades, and the use of eighteen (18) yellow S.O.R.T. pails, for the Chamber's 20<sup>th</sup> Annual Hicksville Summer Street Fair, to be held from 11:00 a.m. until 6:00 p.m., on Sunday, September 17, 2022, with a rain date of Sunday, September 24, 2022;

Resolution No.602-2022

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, the Deputy Commissioner of the Department of Public Works, Highway Division, and/or their duly authorized representatives.

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity.

3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability insurance, with a Commercial Liability limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, per year, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled at any time by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID 19 Virus, or from any other threat to the public health and/or safety.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY  
Inter-Departmental Memo**

August 2, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

**SUBJECT:** HICKSVILLE CHAMBER OF COMMERCE  
20<sup>th</sup> ANNUAL STREET FAIR  
TO BE HELD ON SEPTEMBER 17<sup>TH</sup> 2022 (R/D SEPTEMBER 24<sup>TH</sup> 2022)

---

Enclosed please find a copy of the letter from Oleg Zivkovich, Street Fair Organizer, requesting our assistance on behalf of the Hicksville Chamber of Commerce in conducting their 20<sup>th</sup> Annual Street Fair on September 17<sup>th</sup> 2022 with a rain date of September 24<sup>th</sup> 2022.

The Highway Division has no objection to the Organization utilizing Municipal Parking Fields H-5 and H-6 on Sunday, September 17<sup>th</sup> 2022 from 11:00 am until 6:00 pm for the fair. The Hicksville Chamber of Commerce would appreciate the posting of temporary "No Parking" signs in these lots for the above mentioned date as well. In addition, the Highway Department can readily supply twelve (12) complete barricades for this event.

Further, the Hicksville Chamber of Commerce, Inc. has also requested the closure of Jerusalem Avenue from West John Street to Herzog Place on September 17<sup>th</sup> 2022 with a rain date of September 24<sup>th</sup> 2022 from 10:00 am until 5:00 pm for the fair. Since Jerusalem Avenue is a County roadway, attached is a letter from Kenneth G. Arnold, P.E., Commissioner of Nassau County Department of Public Works obtaining permission for the road to be closed during the street fair.

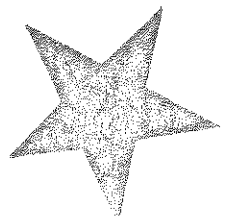
Hicksville Chamber of Commerce is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

Also attached are a Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement and Covid-19 Addendum Agreement to cover the event. Therefore, Town Board approval is requested.

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

JPB/kaz

**C:** Richard Lenz, P.E., Commissioner DPW/HWY  
Peter Brown, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Dept. of Public Safety  
Cathy McWilliams, Department of Parks  
Grace SantaMaria, Highway Administration



Kim Z



## HICKSVILLE CHAMBER OF COMMERCE

FOR A BETTER COMMUNITY

---

July 27, 2022

Kim Zervos  
Department of Highways  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Dear Ms. Zervos,

This letter is being sent to you on behalf of the Hicksville Chamber of Commerce. My name is Oleg Zivkovich. I have been assigned to organize the Annual Hicksville Chamber of Commerce Street Fair, which will be held this year on Saturday, September 17, from 11 a.m. to 6 p.m. In the event of inclement weather, we are requesting a potential rain date of Saturday, September 24.

Once again, we have three (3) requests to make to the Department of Highways:

- **We are seeking authorization to use Town of Oyster Bay Municipal Parking Fields H5 and H6 for the event.**

With regard to use of Jerusalem Avenue, we will be reaching out to Nassau County's Department of Public Works for authorization there. You should anticipate the eventual correspondence.

- **As in the past, we are requesting 10-12 barricades for the event.** In years past, the Town has delivered them to the gazebo at fork of Route 107S and Jerusalem Avenue in the week leading up to the Street Fair.

- **We are also requesting 15-18 yellow pails for trash & debris collection.** We understand, again as in the past, the Chamber will provide liners for the pails. Also, we will be renting a dumpster for the collection of garbage for the event. We also are equipping personnel with dust pans and brooms to keep the street clean.

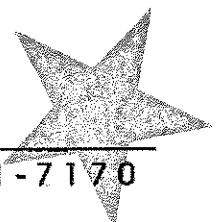
Lastly, we want to inform you of three other issues related to the event:

- **We will be requesting from the Nassau County Police Department to close the street at 7:00 a.m.** so that we may prep it for the set up of vendor booths and activities.
- **We will be submitting a request for the rental of a Town Showmobile.**
- **And lastly, we are attaching the required insurance for the event.**

Additionally, thank you for emailing me the hold harmless paperwork. I now have your email and will send it over promptly.

Thank you for all your support. You play a big role in the success of our event. We want you to know it is appreciated.

Sincerely,  
Oleg Zivkovich  
Hicksville Street Fair Organizer • (516) 644-5615





HICKS-1

OP ID: QG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Montana Agency Inc. 115 North Broadway Hicksville, NY 11801 Montana Agency Inc.	516-938-3600	<b>CONTACT NAME:</b> Montana Agency Inc. <b>PHONE (A/C, No, Ext):</b> 516-938-3600 <b>FAX (A/C, No):</b> 516-935-3535 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Hicksville Chamber Of Commerce P O Box 7 Hicksville, NY 11802		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: PHILADELPHIA INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		<b>NAIC #</b> 230850

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

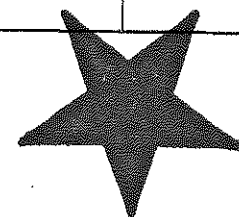
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EV32490	09/17/2022	09/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

SPECIAL EVENT 9/17/22-9/18/22

RAIN DATE 9/24/22-9/24/22

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED - PER ENDORSEMENT ATTACHED.



## CERTIFICATE HOLDER

TOWN OF O

TOWN OF OYSTER BAY  
74 AUDREY AVENUE  
OYSTER BAY, NY 11771

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reviewed By  
Office of Town Attorney

POLICY NUMBER: EV98676

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

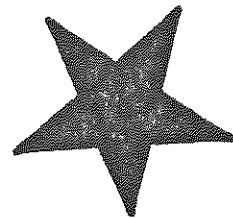
### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
1. Town of Oyster Bay, 74 Audrey Ave, Oyster Bay, NY 11771
2. County of Nassau, 1194 Prospect Ave, Westbury, NY 11590
3.
4.
5.
6.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL EVENTS DATE CHANGE COVERAGE  
(INCLEMENT WEATHER)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

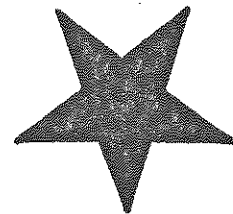
Special Event	Original Scheduled Date(s)	Newly Scheduled Date(s)
Fairs	09/17/2022 - 09/18/2022	09/24/2022 - 09/24/2022

It is agreed that if the Special Event covered under this policy is changed from the Original Scheduled Date(s), due to inclement weather, we will provide the same applicable coverage on the Newly Scheduled Date(s) shown in the **SCHEDULE** above. This coverage applies only if there is no "material change" to the Special Event as described in the applicable application.

However, this coverage does not apply to financial loss that results from the cancellation of the Special Event shown in the **SCHEDULE** above. In addition, this coverage will not apply if such Special Event was held, whether fully or partially, on the Original Date(s) shown in the **SCHEDULE** above.

For the purpose of this endorsement, "material change" means a change in the nature, exposure or characteristics of the Special Event, which would cause us to decline to issue coverage or charge additional premium for such Special Event.

All other terms and conditions of this policy remain unchanged..



**Hold Harmless Agreement for Use of Town Property and/or Equipment**

This Agreement is made this 27th day of July 2022, by The Hicksville Chamber of Commerce (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Town of Oyster Bay Municipal Parking Fields H5 and H6

for the event described as The Hicksville Chamber of Commerce Street Fair

The property/equipment is needed from Friday, Sept. 16, 2022 to Monday, Sept. 19, 2022

The event for which the property and/or equipment is requested ( ) is ( X ) is not a profit making event.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

Name of Organization

Hicksville Chamber of Commerce

Address of Organization

115 No. Broadway, P.O. Box 7  
Hicksville, NY 11802

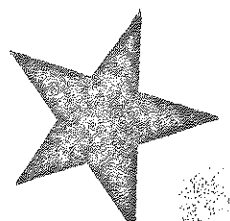
By:

Chauhan, Treas.  
Authorized Representative

Title: Treasurer

Telephone Number: [REDACTED]

[Signature]







NASSAU COUNTY, NY

## Nassau County Department of Public Works Road Closure / Banner Installation



Not for private events or benefit

*Applications should be submitted 30 days prior to the event date*

### Temporary Road Closure

Applicant First Name

Oleg

Applicant Last Name

Zivkovich

Name of Organization

Hicksville Chamber of Commerce Street Fair

Street

10 W. Marie St.

City

Hicksville

Zip Code

11801

Phone #

(516) 644-5615

Email Address

events@lifairs.com

County Roadway and Location of Event

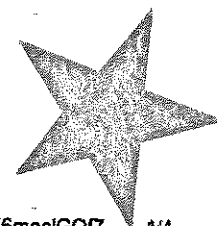
Jerusalem Avenue

Between these cross streets

West John Street and Herzog Place

Date and Time of Event

09/17/2022 12:08 PM





NASSAU COUNTY, NY

Nassau County Department of Public Works  
Road Closure / Banner Installation

Description of Event

19th Annual Event will feature: a Large CRAFT FAIR featuring dozens of artisans and merchandise vendors; a KIDS FUNZONE featuring a bevy of INFLATABLE SLIDES, BOUNCE HOUSES and OBSTACLE COURSES plus a TOWERING ROCK WALL and the HICKSVILLE CHOO-CHOO EXPRESS; a FOOD TRUCK RALLY, LIVE ENTERTAINMENT from the MOBILE STAGE

**Coordination is required with local authorities:**

Local Municipality  
Town of Oyster Bay

Local Fire Department  
930 - Hicksville

Local Police Precinct  
Second Precinct

**Insurance Certificate**

A certificate of liability insurance is required with Nassau County DPW as the certificate holder indemnifying the county against any and all claims arising from the temporary closing of the roadway.

Attach insurance certificate here \*

**File Name**



HCOC190609LetterNCDPW.pdf

**Detour Proposal**

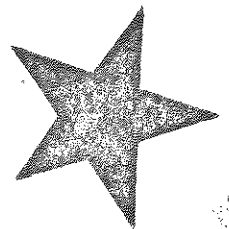
Proposed detour when applicable.

Attach detour proposal here

There are currently no files in this category.

**\*\*Please note, if applicable, it is required that NICE (Nassau County Inter-County Express) be notified for the temporary rerouting of bus routes\*\***

**Applicant Signature**





**NASSAU COUNTY, NY**

**Nassau County Department of Public Works  
Road Closure / Banner Installation**

Title

Organizer

Signed Date

07/28/2022

**Supervisor Signature**

A handwritten signature in black ink, appearing to be 'W. Nimmo'.

Approved by

William Nimmo

Approved Date

07/29/2022

**Commissioner Signature**

A handwritten signature in black ink, appearing to be 'W. Nimmo'.

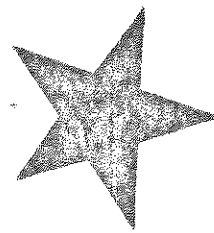
Approved by

William Nimmo

Approved Date

07/29/2022

**► Audit Information**



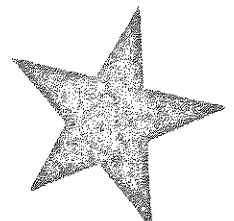
7/29/22, 10:08 AM

Temporary Road Closure



NASSAU COUNTY, NY

Nassau County Department of Public Works  
Road Closure / Banner Installation



Kimberly Zervos

---

**From:** [REDACTED]  
**Sent:** Friday, July 29, 2022 9:54 AM  
**To:** Kimberly Zervos  
**Subject:** HICKSVILLE STREET FAIR: Re: Your Nassau County Temporary Road Closure has been approved!

**CAUTION:** This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

---

On Jul 29, 2022, at 9:53 AM, <[Do\\_Not\\_Reply@nassaucountyny.gov](mailto:Do_Not_Reply@nassaucountyny.gov)>  
<[Do\\_Not\\_Reply@nassaucountyny.gov](mailto:Do_Not_Reply@nassaucountyny.gov)> wrote:

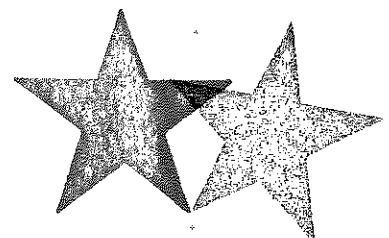
Your temporary road closure request has been approved by the Nassau County Department of Public Works. See below:

Submitted  
Date: 07/28/2022  
Street: 10 W. Marie St.  
City: Hicksville  
Phone: (516) 644-5615  
Date of  
Event: 09/17/2022 12:08 PM

Description  
of Event:

19th Annual Event will feature: a Large CRAFT FAIR featuring dozens of artisans and merchandise vendors; a KIDS FUNZONE featuring a bevy of INFLATABLE SLIDES, BOUNCE HOUSES and OBSTACLE COURSES plus a TOWERING ROCK WALL and the HICKSVILLE CHOO-CHOO EXPRESS; a FOOD TRUCK RALLY, LIVE ENTERTAINMENT from the MOBILE STAGE

You may view your certificate by  
Clicking [here](#).



**DATE:** 8/2/2022

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Hicksville CC 20<sup>th</sup> Annual Summer Street Fair

**PLEASE DELIVER TO:**  
**Lot H-5**  
Lot H-6, Kennedy Memorial Park  
Hicksville

**DATE OF EVENT:** 9/17/22 R/D  
9/24/22

**SNOW FENCE:**

**BARRICADES:** 12

**CONTACT: Oleg or Sam**  
**516-644-5615**

**CONES:**

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 9/16/22


**PICKUP ON:** 9/19/22

**SWEEPING BEFORE AFFAIR IS NEEDED:**

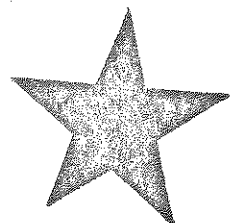
XX  
YES NO

**Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.**

**JPB/kaz**

  
\_\_\_\_\_  
**JOHN P. BISHOP, DEPUTY COMMISSIONER**  
**DPW/HIGHWAY DIVISION**

**CC: Peter Brown, General Foreman 002**  
**Dan Kornfeld**  
**Greg Marchese, Area Foreman 012**  
**Public Safety Division**



Meeting of September 13, 2022

Resolution No.603-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 19, 2022, authorized the Highway Department to clean up the premises located at 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 5, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 7, 2022, in the total amount of \$1,360.98, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 5, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,360.98 may be assessed by the Legislature of the County of Nassau against the parcel known as 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

18/9/22  
Reviewed By  
Office of Town Attorney  
Ralph P. Healey

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 5, 2022

SUBJECT: Property Cleanup Assessment  
10 High Farms Road, Glen Head, New York 11545  
Section 22, Block C, Lot 212

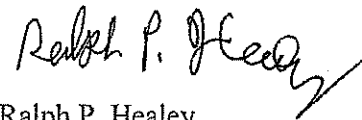
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The Department of Planning and Development, by memorandum dated May 19, 2022, directed the Highway Department to clean the premises located at 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 16, 2022, advised that the property was cleaned by a crew from the Highway Department on June 7, 2022. The cost incurred by the Town of Oyster Bay was \$1,360.98.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

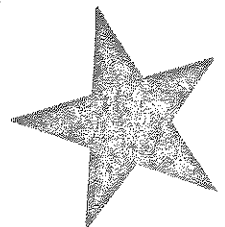
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





2022-8654

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**May 19, 2022**

**To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 10 High Farms Road, Glen Head, New York 11545**  
**SBL: 22-C-212**

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Notice of Violation number 07784 was issued to the owner of the above-referenced premises on 05/12/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut lawn on premises.
- Remove litter and debris on premises.

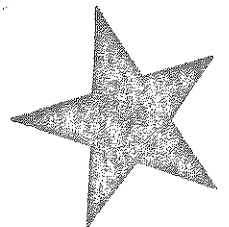
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME:ml

cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIEG**  
DEPUTY COMMISSIONER

**JAMES McCAFFREY**  
DEPUTY COMMISSIONER

May 19, 2022

The Estate of Frances Parris  
10 High Farms Road  
Glen Head, NY 11545


RE: PREMISES: 10 High Farms Road, Glen Head, NY 11545  
SECTION 22 BLOCK C LOT 212


Dear Property Owner:

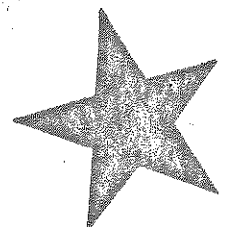
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation Numbers 07784 and 07785 (copies attached) have been served on 05/12/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

EM:ME:ml  
Enclosure  
cc: Paul S. Beeber  
99 N. Broadway  
Hicksville, NY 11801



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 24, 2022

**SUBJECT:** 10 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545  
SECTION 22, BLOCK C, LOT(S) 212

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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

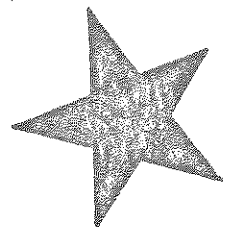
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,360.98

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,360.98 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



**Town of Oyster Bay  
Inter- Departmental Memo**

June 16, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT:** 10 HIGH FARMS ROAD, GLEN HEAD  
CLEAN-UP

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Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

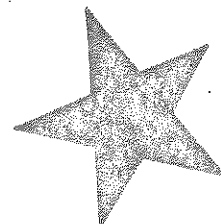
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,360.98.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP**  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (22-C-212) 10 HIGH FARMS RD

Date Jun 7, 2022

Work Order # 94148

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	02:00	\$52.16	00:00	0	\$104.32
ANDREW HOUGHTON	General Maintenance	02:00	\$30.77	00:00	0	\$61.54
JACOB T JOHNSON	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
LUKE F WHITTING	General Maintenance	02:00	\$23.56	00:00	0	\$47.12
Total Labor						\$242.98

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU455	2019 FORD F350 YW	\$79.00	02:00	\$158.00
TD764	2021 FORD F 450 POWER WAGON YW	\$105.00	02:00	\$210.00
Total Equipment				\$368.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1360.98**

### Description of Work:

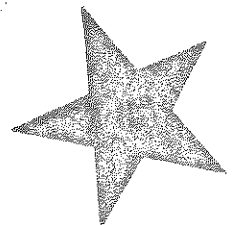
CLEAN UP 10 HIGH FARMS ROAD GH

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 15, 2022



Meeting of September 13, 2022

Resolution No.604-2022

WHEREAS, by Resolution No. 739-2219, adopted on December 7, 2021, the Town Board authorized LiRo Engineers, Inc. to provide On-Call Civil Engineering Services pursuant to Contract No. PWC07-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Peter Koklanos, P.E., SE, LEED, AP BD+C, Senior Vice President, LiRo Engineers, Inc., by letter dated July 18, 2022, described the scope of work to be performed under Contract No. PWC07-22, including field investigation, survey, design and cost estimating services related to the construction of a new permanent Shellfish Hatchery Building at the Western Waterfront, Theodore Roosevelt Park, Oyster Bay, and requested approval to utilize as sub-consultants for said project, Municipal Testing Laboratory (private utility mark out), PS&S Landscape Architecture Services (landscape architecture), GEI Consultants, Inc., PC (geotechnical services), and Quadrant Engineering Consultants, P.C. (cost estimating); and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 12, 2022, requested Town Board authorization for LiRo Engineers, Inc. to provide the aforesaid On-Call Engineering Services under Contract No. PWC07-22, and Town Board approval that Municipal Testing Laboratory, PS&S Landscape Architecture Services, GEI Consultants, Inc., PC and Quadrant Engineering Consultants, P.C. be utilized as sub-consultants for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$278,385.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2202 001; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendors' disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and LiRo Engineers, Inc. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC07-22, and Municipal Testing Laboratory, PS&S Landscape Architecture Services, GEI Consultants, Inc., PC and Quadrant Engineering Consultants, P.C. are hereby authorized as sub-consultants for said project; and be it further

RESOLVED. That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$278,385.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2202 001.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

August 12, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST AND  
AUTHORIZATION TO USE SUB CONSULTANTS  
CONTRACT NO. PWC 07-22  
CIVIL ENGINEERING  
LIRO ENGINEERS INC  
ACCOUNT NO.: PKS H 7197 20000 000 2202 001  
PROJECT ID: 2202PKSA-18


The consultant, Liro Engineers Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. 07-22 by Resolution No. 739-2021 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated July 18, 2022 from Liro Engineers Inc. regarding the scope of work performed in an amount not to exceed \$278,385.00. Services to be performed include field investigation, survey, design and cost estimating services related to the construction of a new permanent Shellfish Hatchery Building at the Western Waterfront, Theodore Roosevelt Park Oyster Bay. Additionally Liro Engineers Inc is requesting to be authorized to use, as a sub-consultants, Municipal Testing Laboratory, Inc. (Private Utility Mark Out), PS&S Landscape Architectural Services (Landscape Architecture), GEI Consultants, Inc. PC (Geotechnical), Quadrant Engineering Consultants P.C. (Cost Estimating) for engineering supporting services.

Attached is an availability of funds in the amount of \$278,385.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 2202 001. Project ID 2202PKSA-18.

The Office of the Inspector General has reviewed the proposed vendors' and sub-consultants disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled.

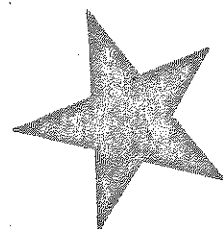
It is hereby requested that the Town Board authorize by Resolution Liro Engineers Inc. and sub-consultants, Municipal Testing Laboratory, Inc., PS&S Landscape Architectural Services, GEI Consultants, Inc. P.C., and Quadrant Engineering Consultants P.C. under Contract No. PWC 07-22, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/DM/nm

Attachment

C: Steven C. Ballas, Comptroller  
Louis Savinetti, Commissioner/DER  
PWC 07-22 LIRO - HATCHERY DOCKET





ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT  
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department

PARKS DEPARTMENT

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC 07-2022

Contract Period 1/1/2022-12/31/2023

Consultant/Contractor LIRO ENGINEERS INC

Discipline CIVIL ENGINEERING

Total Authorization \$791,729.00

Resolution No. 739-2021 Date 12/7/2021

Funded To Date \$513,344.00

Amount Requested \$278,385.00

Account To Be Used PKS H 7197 20000 000 2202 001 PROJ ID 2202 PKSA-18

If Capital Account, State The Related Contract Number: N/A

Description Of Work

*If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.*

Field investigation, survey, design and cost estimating services related to the construction

of a new permanent Shellfish Hatchery Building at the Western Waterfront, TR Park OB

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect: Yes ☒ No ☐ N/A ☐

Amount of Bond \$ N/A

Department of Environmental Resources Approval

Requesting Division/Department

Signature [Signature]

Signature [Signature]

Title DEPUTY COMMISSIONER

Title Commissioner of Public Works

Date JULY 25, 2022

Date 8/17/22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

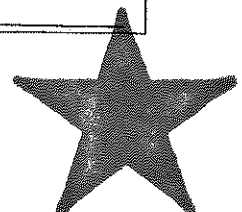
Amount Requested 278,385.00

Unencumbered Balance 1,934,648.24

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature]

Date 8/17/22







**LiRo Engineers, Inc.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

July 18, 2022

Mr. Richard W. Lenz, P.E.  
Commissioner  
Town of Oyster Bay Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Re: Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering  
New Shellfish Hatchery Building – Oyster Bay, NY  
Field Investigation, Survey, Design, and Cost Estimating Services Funding Proposal

Dear Commissioner Lenz,

LiRo Engineers, Inc. (LiRo) is pleased to submit to the Town of Oyster Bay Department of Public Works (TOBDPW) this funding proposal for field investigation, survey, design, and cost estimating services related to the construction of a new, permanent shellfish hatchery building at the western waterfront site at Theodore Roosevelt Memorial Park.

#### Project Understanding

Based upon LiRo's site visit on June 28, 2022 and subsequent scoping meeting on June 30, 2022, it is our understanding that the existing shellfish hatchery operation, which is currently housed within a temporary shed structure, has proven to be immensely successful and has outgrown its current space. With funding through a grant award, TOBDPW intends to relocate the shellfish hatchery operation to a permanent location (see Figure 1) at the western waterfront site at Oyster Bay Harbor on land previously owned by the NYS DEC. The new shellfish hatchery would be approximately 4,800 sq.ft. in area with a dedicated outdoor space for additional hatchery tanks (see Figure 2). The building is envisioned as a butler-style prefabricated building, or depending on lead times, a structural steel and masonry bearing wall building. The goal for the facility is to produce 50 million clams/oysters per year versus the current output of 20 million.

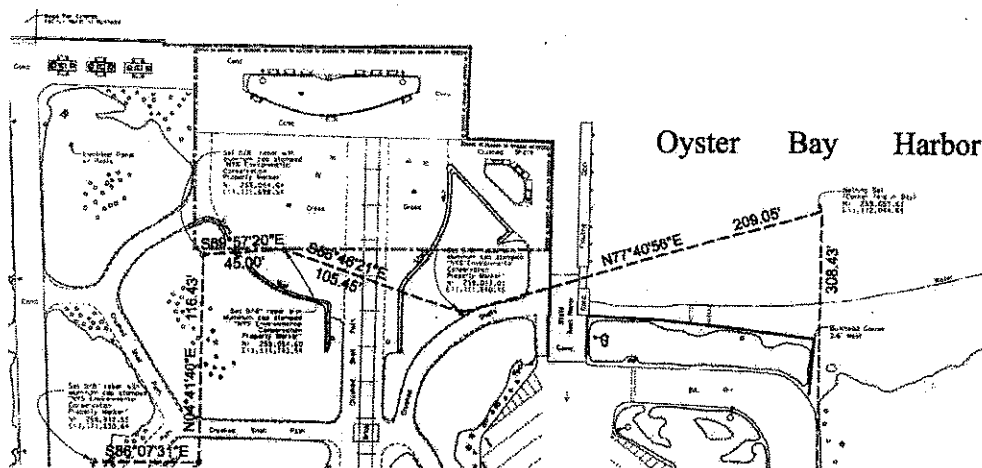


Figure 1 - Site Location Plan

Integrated Construction, Design, and Technology Solutions

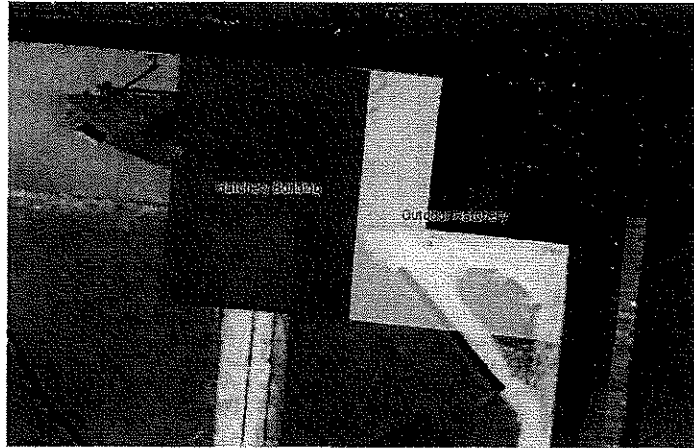


Figure 2 - Building Layout Plan

LiRo's scope of services on the project include Architecture, Site/Civil Engineering, Structural Engineering, Topographic Survey and Cost Estimating. Landscape Architecture Services will be provided by PS&S, and geotechnical soil investigation and testing will be provided by GEI Consultants, Inc., P.C. as subconsultant services. MEP Engineering will be provided by Lizardos Engineering Associates D.P.C. (LEA), who will be directly contracted by TOBDPW. In addition to providing the building MEP systems, the MEP Engineer will be responsible for providing all process equipment for the hatchery operation, including pumps, plumbing and connection to the seawater intake/outfall, electrical wiring, etc., site lighting, building lightning protection, and coordination with the local utilities. LiRo will work with the MEP engineer for a coordinated design of the building facility.

The building is anticipated to be a single story, fully conditioned, and with 12 interior water tanks, laboratory area, office space and bathrooms. A garage door shall be provided at one end for access and maintenance. The outdoor hatchery area will contain 20 water tanks and be fully screened but does not require a roof or overhang. Solar panels are being considered on the roof and an emergency generator will be installed at the site. An educational aspect is to be considered in the conceptual design, depending on if it can be incorporated within the projected building area and project budget.

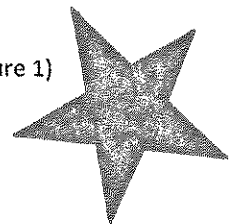
Design scope for the various technical disciplines is as follows:

#### Architectural Services

- Development of architectural design concepts and program layout
- Building architectural design documents
- Coordination of Plan Backgrounds
- Compilation of specifications (section 1 specifications – general requirements to be provided by Owner for inclusion)

#### Site/Civil Engineering

- Site Layout Plan to situate building and tank layout area within site location area (see figure 1)





- Grading around building
- Drainage design to collect stormwater from roof runoff
- Sanitary service routing to West End Avenue
- Water service routing to West End Avenue including backflow prevention device design
- Electric and Gas routing to West End Avenue
- Site design coordination for generator
- Site details
- Erosion Control plan and details

#### Structural Engineering

- Building concrete foundation design
- Building superstructure design (bearing walls, structural steel frame, and roof decking)
- Site lighting foundation design
- Generator concrete pad design

#### Surveying

- Private utility mark out with ground penetrating radar.\*
- Boundary Survey. Based on NYSDEC Project Nassau 8.2 Parcel #1 survey, LiRo will retrace boundary lines in support of mapping and prepare a written metes and bounds description of an Access/Utility Easement at a width to be determined.
- Partial Topographic Mapping. Horizontal locations and elevations of observed natural and artificial surface features within the project limits including a 50' land overlap, and within the proposed easement corridor. Elevations will be referenced to NAVD88 datum.
- Utility Survey. Observed storm water drainage, sanitary, water, gas, electric and telecommunications systems will be located, mapped and investigated where accessible and by utility mark out.

#### Cost Estimating\*

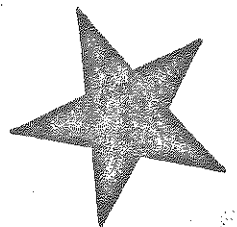
- Preparation of 2 construction cost estimates, 1 at completion of concept design and 1 at completion of final design.

#### Landscape Architecture\*

- Site Layout Plans
- Hardscape Materials Plans
- Landscape Planting Plans
- Detail Enlargement Plans
- Site Details and Project Specifications

#### Geotechnical Engineering\*

- Performance of four (4) test borings to a depth of 40ft and test pits over a series of four (4) days to determine the nature and classification of in-situ soils.
- Provision of a geotechnical report with boring logs, test pit results, and foundation recommendations in accordance with the 2020 NYSBC.





\*Subconsultant services/vendors include the following:

- Private Utility Mark Out – Municipal Testing Laboratory, Inc. (MTL)
- Landscape Architecture – PS&S Landscape Architectural Services (PS&S)
- Geotechnical – GEI Consultants, Inc. PC
- Cost Estimating – Quadrant Engineering Consultant P.C.

LiRo's scope of services will be performed through the following phases and tasks:

**1) Site Investigation & Conceptual Design**

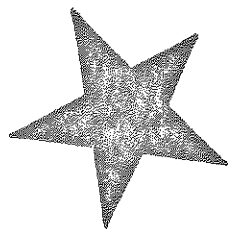
- Private utility mark out with ground penetrating radar.
- Perform topographic and utility survey.
- Perform soil borings and geotechnical investigation.
- Review existing site records and drawings.
- Prepare conceptual building and site designs for review (up to 3 options) with the Owner. It is assumed that a preferred design concept will be selected at this stage.
- Prepare conceptual design package (sketches and narrative) of the preferred design option. This package will include architectural, landscape architectural, civil/site, MEP, and structural design information.
- Prepare cost estimate based of conceptual design package.

**2) Preliminary Design (50%CDs)**

- Verify existing field conditions, results of field investigation and perimeter conditions.
- Attend coordination meetings with the design team and Owner.
- Prepare existing conditions plans.
- Prepare progress design drawings for each discipline (architectural, landscape architectural, civil/site, structural, and MEP) based on the preferred design concept from the first phase of the project. Drawings to include plans, sections, and typical details.
- Coordinate with MEP Engineer.
- Coordinate design with adjacent utilities.
- Develop and compile outline specifications list.

**3) Final Design (100% CDs)**

- Attend coordination meetings with the design team and Owner.
- Finalize design drawings for all disciplines (architectural, landscape architectural, civil/site, and structural). Drawings to include plans, sections, and details.
- Finalize grading and drainage plans.
- Finalize specifications.
- Prepare bid-ready construction plans and specifications.
- Prepare cost estimate based on final design drawings and specifications.





### **Proposed Fees for Services**

Based on the above scope, we are requesting authorization perform the work on a timecard/hourly basis for the following not to exceed (NTE) amounts:

1) Site Investigation / Conceptual Design:	\$	94,061.00
2) Preliminary Design (50% CDs):	\$	104,309.00
3) Final Design (100% CDs)	\$	80,015.00

The total NTE budget for this work is **\$278,385.00** for the services outlined above.

### **LiRo Assumptions & Exclusions**

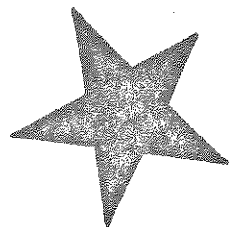
- 1) Construction phase services (bid support/review, inspections, construction administration, review of contractor submittals and RFIs) is excluded.
- 2) Traffic Studies/Engineering, Demo plans, repairs to existing shellfish hatchery, Highway Survey, Bathymetric Survey, Bulkhead assessment, repairs, or modifications is excluded.
- 3) LiRo has assumed all MEP engineering will be by LEA (contracted by the Owner) and includes but is not limited to the following services: building MEP systems, fire protection, lift stations (if required), gas and electrical service coordination with utility, lightning protection, local site lighting electrical, any systems related to plumbing/pumping seawater for the hatchery operation, initial filing with utility companies, and interior or exterior sewer ejectors and power.
- 4) Elevation Certificate is excluded.
- 5) Environmental permitting, transfer of existing permits, land acquisition support, zoning analysis and parking allocation is excluded.
- 6) SWPPP report assuming area of disturbance is less than 1 acre.
- 7) It is assumed that there are no LEED requirements for this project.

Please review and feel free to contact me at [koklanosp@liro.com](mailto:koklanosp@liro.com) or (516) 636-3725 with any questions or comments. We look forward to supporting the Town of Oyster Bay on this unique Shellfish Hatchery project and appreciate your consideration of LiRo for this opportunity.

Very truly yours,

Peter Koklanos, PE, SE, LEED AP BD+C  
Senior Vice President

cc: John Tassone, Town of Oyster Bay  
Lawrence Kuo, PE, LiRo  
Phillip Georgakopoulos, PE, LiRo  
Vincent Dell'Aquila, AIA, LiRo



Meeting of December 7, 2021

Resolution No. 739-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services Relative to Civil Engineering was issued in accordance with the specifications contained in Contract No. PWC07-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, the Office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

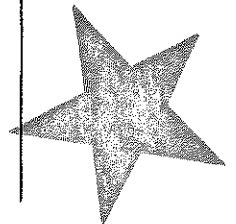
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

Reviewed By  
Office of Town Attorney



Meeting of September 13, 2022

Resolution No. 605-2022

WHEREAS, by Resolution No. 740-2021, adopted on December 7, 2021, the Town Board authorized Lizardos Engineering Associates, DPC, to provide On-Call Mechanical Engineering Services pursuant to Contract No. PWC08-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, S. Steve Sonmez, P.E., Associate Vice President, Lizardos Engineering Associates, DPC., by letter dated July 12, 2022, described the scope of work to be performed under Contract No. PWC08-22, including field investigation, survey, design and cost estimating services related to the construction of a new permanent Shellfish Hatchery Building at the Western Waterfront, Theodore Roosevelt Park, Oyster Bay, and requested approval to utilize as a sub-consultant for said project, Satchell Engineering, for design services relative to Life Support Systems; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated July 18, 2022, requested Town Board authorization for Lizardos Engineering Associates, DPC, to provide the aforesaid On-Call Engineering Services under Contract No. PWC08-22, and further requested that Satchell Engineering be approved as a sub-consultant for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$110,000.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2202 001; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendors' disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Lizardos Engineering Associates, DPC, is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC08-22, and Satchell Engineering is hereby authorized as a sub-consultant for said project; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$110,000.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2202 001.

-#-

Reviewed By  
Office of Town Attorney

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

August 12, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST AND  
AUTHORIZATION TO USE SUBCONSULTANT  
CONTRACT NO. PWC 08-22  
MECHANICAL ENGINEERING  
LIZARDOS ENGINEERING ASSOCIATES, DPC  
ACCOUNT NO.: PKS H 7197 20000 000 2202 001  
PROJECT ID: 2202 PKSA-18

The consultant, Lizardos Engineering Associates DPC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 08-22 by Resolution No.740-2021 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated July 12, 2022 from Lizardos Engineering Associates DPC regarding the scope of work performed in an amount not to exceed \$110,000.00. Services to be performed include field investigation, survey, design and cost estimating services related to the mechanical, electrical and plumbing construction of a new permanent Shellfish Hatchery Building at the Western Waterfront, Theodore Roosevelt Park Oyster Bay. Additionally Lizardos Engineering Associates, DPC is requesting to be authorized to use, as a sub-consultant, Satchell Engineering for design services relative to Life Support Systems.

Attached is an availability of funds in the amount of \$110,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 2202 001. Project Id: 2202 PKSA-18

The Office of the Inspector General has reviewed the proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

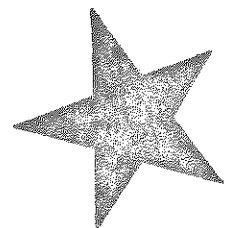
It is hereby requested that the Town Board authorize by Resolution Lizardos Engineering Associates DPC and sub-consultant, Satchell Engineering under Contract No. PWC 08-22, On-Call Engineering Services Relative to Mechanical Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

*Richard W. Lenz by:*  
*Jim C. G...*  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/DM/nm

Attachment

C: Steven C. Ballas, Comptroller  
Louis Savinetti, Commissioner/DER  
PWC 08-22 LIZARDOS - HATCHERY DOCKET







ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT  
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department ENVIRONMENTAL RESOURCES

**THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT**

Contract Number PWC 08-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor LIZARDOS ENGINEERING ASSOCIATES, DPC

Discipline MECHANICAL ENGINEERING

Total Authorization ~~500,000.00~~ 110,000.00

Resolution No. 740-2021 Date 12/7/2021

Funded To Date \$ 0.00

Amount Requested 717 \$110,000.00

Account To Be Used PKS H 4797 20000 000 2202 001 Proj ID 2202 PKSA-18

If Capital Account, State The Related Contract Number: N/A

**Description Of Work**

*If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.*

SITE INVESTIGATION, CONCEPTUAL DESIGN AND FINAL DESIGN

NEW SHELLFISH HATCHERY BUILDING - OYSTER BAY, NY

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 60% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$                     

Requesting Division/Department

Signature [Signature]

Title Deputy Commissioner/DER

Date 8/1/2022

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 8/10/22

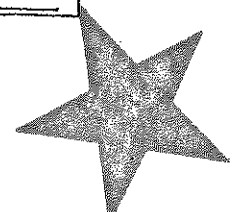
**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 110,000.00

Unencumbered Balance 1,934,648.24

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature] Date 8/9/22



# LIZARDOS

July 12, 2022

John Tassone  
Town of Oyster Bay  
Dept. of Public Works  
150 Miller Place  
Syosset, NY 11791-5699

Reference: Town of Oyster Bay DPW - Shellfish Hatchery  
Lizardos Proposal Number: 22-506

Dear Mr. Tassone:

As requested Lizardos Engineering Associates D.P.C. (Lizardos) has prepared this proposal to provide mechanical and electrical engineering services for the referenced project.

Town of Oyster bay (TOB) wishes to build new approximately 4,800 sq.ft shellfish hatchery facility at Theodore Roosevelt Memorial Park. New shellfish hatchery shall be similar to single story pre-engineered metal building consists of inside and outside tanks, bathrooms and education/meeting rooms.

Lizardos is planning to utilize services of LSS consultant (Satchell Engineering) to oversee the design drawings related to LSS (Life support systems such as water quality, chemistry, biology, temperature, and clarity that is right for the shellfish). See Satchell Engineering proposal in the attachments.

Lizardos intends to provide the following Scope of Services in connection with this project.

## SCOPE OF SERVICES

1. Lizardos will coordinate with all trades and will follow the schedule set by the Architect/Owner.
2. Upon receipt of the approval to proceed, Lizardos will provide a schedule showing the intended progress for each discipline identifying the start and finish of each item. This will constitute the base for the monthly payments, based on the percentage of work completed. Schedule shall also include a line-by-line cost for each item, which shall be the basis for progress payments.
3. Lizardos will coordinate with the other disciplines (architectural, structural, civil, geotechnical) for proper implementation of the electrical and mechanical design.
4. Lizardos will coordinate with all federal, state and city agencies to assure that MEP and fire protection services provided, comply with all applicable laws, codes, rules and regulations.
5. Lizardos will prepare all construction drawings and specifications in compliance with all Federal, New York State and local codes, laws, rules and regulations.

6. At the end of the design for this project, Lizardos shall provide one set of reproducible contract drawings and an electronic copy (CD Rom) of all AutoCAD drawings.

#### **Design Phase Services**

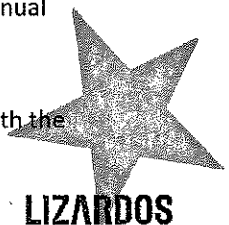
1. Meet with you and your staff to ascertain existing conditions.
2. Meet and discuss potential design alternatives and recommendations. Prepare preliminary construction cost estimates for this work.
3. Develop contract documents consisting of engineering drawings and specifications for the mechanical, electrical, plumbing and sprinkler fire protection design in conformance with the New York State Building Codes and local regulations based on Town's direction.

#### **Mechanical**

1. Develop computerized cooling and heating load calculations as well as ventilation loads for the proposed space.
2. Formulation of an air balance for the proposed space.
3. Design of new air conditioning apparatus and distribution systems to serve the project requirements.
4. Design of new heating system utilizing electric.
5. Exhaust systems for the various areas such as toilets, janitor closets.
6. Prepare specification book for bidding purposes.
7. During bidding phase, Lizardos will respond to questions and prepare addenda as necessary.

#### **Electrical**

1. New electric services including the writing of load letter to utility company (PSEGLI), meeting with utility company to locate transformer and other electrical service equipment including all underground electrical feeders.
2. Develop lighting plans based on the architecturally developed reflected ceiling plan and lighting fixtures as selected by the Architect.
3. Design Site lighting and provide photometrics. Structural engineer to design footings for light poles.
4. Develop branch circuitry and switching for the lighting design.
5. Design and prepare plans for electric power circuitry for convenience receptacles, LSS (Life Support System) equipment, HVAC equipment, and equipment based on architecturally developed furniture and equipment plans and equipment data from the manufacturers.
6. Design switchboard room and electrical panels throughout the building based on the project's electrical load.
7. Design plans for the emergency power and lighting systems for camlock quick connect and manual transfer switch in a location suitable for a roll up generator.
8. Design connection of the PV Solar system (PCC - point of common coupling) to the electrical distribution system including coordinating the devices (modules, inverters, combiners, etc.) with the desired vendor, PSEG and the Architect and structural engineer. We will collect pertinent site-



specific documentation from a PV Solar vendor. Data collection will confirm the solar orientation for PV Solar modules. Develop PV Solar system calculations and electrical distribution system calculations. Lizardos anticipates that the structural engineering will develop the support details for the PV Solar system

9. Lightning protection to meet UL Master Label.
10. Develop plans for the fire alarm and smoke detection system.
11. Prepare specification book for bidding purposes.
12. During bidding phase, Lizardos will respond to questions and prepare addenda as necessary.

#### **Plumbing**

1. Design potable cold and hot water distribution systems to suit the proposed occupancy.
2. Design sanitary drain waste and vent systems to suit the proposed occupancy.
3. Plumbing fixtures selection and specifications shall be a joint effort with Owner/Architect and Lizardos.
4. For storm drain, waste/sanitary, vent, potable hot and cold water systems, all piping shall terminate 5 ft. outside the building unless otherwise noted below.
5. Prepare load letter for approval by water district.
6. Design new LSS (Life Support System) and associated pumps and piping as required including seawater intake pumping and discharge for hatchery operation. Coordination with Town's marine biologist and technicians shall be required for this effort. LSS system shall be reviewed and verified by LSS consultant (Satchell Engineering).
7. Design indoor sewage ejector pump or exterior lift station to serve proposed space, if required.
8. Prepare specification book for bidding purposes.
9. During the bidding phase Lizardos will respond to questions and prepare and issue addenda, as necessary.

#### **Fire Protection**

1. Sprinkler and standpipe fire suppression systems including sprinkler and fire standpipe service and alarm check valve assemblies and sprinkler control and annunciation panels, for the all areas. The design shall be based on available adequate street pressure.
2. Prepare specification book for bidding purposes.
3. During the bidding phase Lizardos will respond to questions and prepare and issue addenda, as necessary.



**LSS (Life Support System) Review and Design Verification**

LSS design support services shall be provided by Satchell Engineering (SE&A) and scope shall consist of design review and verification during initial design phase. The goal of the Satchell Engineering to provide the client with a cost- effective functioning hatchery project. Satchell Engineering will help review Town of Oyster Bays P&IDs for life support processes to keep the shellfish/clams alive and healthy and will assist Town of Oyster Bay with the verifications of the engineering principals to ensure the client has incorporated the best working technology for the new LSS processes.

**SERVICES NOT INCLUDED**

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1. Design of all underground utilities, with the exception of electrical beyond 5 feet of the building's exterior except the following: lift stations, electrical service coordination with utility and lightning protection, local site lighting.
2. Demolition plans of existing shellfish hatchery structure at the site.
3. Any work associated with asbestos or any hazardous material.
4. Design of interior/exterior lighting and temporary lighting.
5. Design Structural, Civil, Architectural, Public Address, Security System.
6. Preparation of as-built drawings.
7. Controlled Inspections.
8. All environmental studies and testing.
9. Filing of any MEP drawings and associated fees.
10. Design of storm site detention/retention systems.
11. Design of storm site and sanitary piping systems (filing to various agencies is also not included).
12. Design of fire pumps for fire standpipe and sprinkler systems.
13. Design of backflow prevention and meter assemblies for the site water distribution system. (filing to various agencies is also not included).

**ADDITIONAL SERVICES**

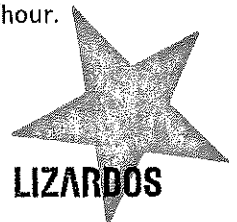
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Commissioning Services are available at an additional cost.

**FEES**

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The engineering fee for the Scope of Services described shall be based on the total number of hours worked applied against an upset (not to exceed) fee as described below. All engineering services shall be billed monthly and shall be based on the actual employee salaries utilizing an overhead and profit multiplier of 3.0 with maximum hourly limit as approved by the Town Board, currently set at \$175/hour. We will schedule work for this project upon our receipt of your written authorization to proceed.



**Lizardos Fee (MEP)**

Design Phase Fee \$ 83,000.00

Reimbursables\* \$ 1,500.00

Total Upset Fee \$ 84,500.00

**Satchell Engineering Fee (LSS) - See attached proposal**

Design Phase Engineering Fee \$ 25,200.00

Reimbursables\* \$ 300.00

Total Upset Fee \$ 25,500.00

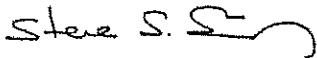
\$110,000-

All engineering services shall be invoiced monthly based on the percentage of work completed. We will schedule work for this project upon our receipt of your written authorization to proceed. This proposal will remain in effect for 45 days from the date of this proposal.

We trust that the terms set forth in this proposal as well as our Standard Terms and Conditions, which are enclosed and constitute a part of our proposal sufficiently detail the engineering services which you require Lizardos to provide in connection with this project. If you find these terms acceptable, please sign and return a copy of this proposal. If you should have any questions, please feel free to call me.

Sincerely,

LIZARDOS ENGINEERING ASSOCIATES D.P.C.



S. Steve Sonmez, P.E.  
Associate Vice President

cc: M.E. Cocchi, Lizardos

ACCEPTED: Town of Oyster Bay

By \_\_\_\_\_

Print Name and Title

Date



Meeting of December 7, 2021

Resolution No. 740-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services Relative to Mechanical Engineering was issued in accordance with the specifications contained in Contract No. PWC08-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eight (8) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected H2M Engineers & Architects, Lizardos Engineering Associates, P.C., LiRo Engineers, Inc. and Cameron Engineering & Associates, LLP; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC08-22, On-Call Engineering Services Relative to Mechanical Engineering, with H2M Engineers & Architects, Lizardos Engineering Associates, P.C., LiRo Engineers, Inc. and Cameron Engineering & Associates, LLP, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, the Office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

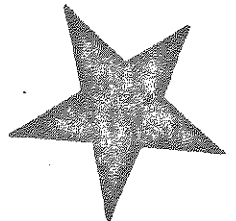
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract PWC08-22, On-Call Engineering Services Relative to Mechanical Engineering, with H2M Engineers & Architects, Lizardos Engineering Associates, P.C., LiRo Engineers, Inc. and Cameron Engineering & Associates, LLP, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

Reviewed By  
Office of Town Attorney



Meeting of September 13, 2022

Resolution No.606-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 12, 2022, authorized the Highway Department to clean up the premises located at 15 Gables Road, Hicksville, New York 11801, also known as Section 12, Block 283, Lot 25 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 15, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2022, in the total amount of \$1,151.22, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 15, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,151.22 may be assessed by the Legislature of the County of Nassau against the parcel known as 15 Gables Road, Hicksville, New York 11801 also known as Section 12, Block 283, Lot 25 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*[Signature]*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 15, 2022

SUBJECT: Property Cleanup Assessment  
15 Gables Road, Hicksville, New York 11801  
Section 12, Block 283, Lot 25

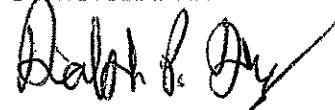
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The Department of Planning and Development, by memorandum dated May 12, 2022, directed the Highway Department to clean the premises located at 15 Gables Road, Hicksville, New York 11801, also known as Section 12, Block 283, Lot 25 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 6, 2022. The cost incurred by the Town of Oyster Bay was \$1,151.22.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

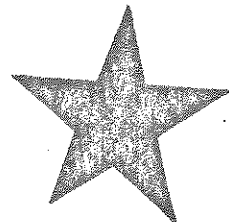
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:\Atty\RESOS 2022\MD 15 Gables Rd 8.15.2022.doc



2022-8665

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

May 12, 2022

**To:** JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
**From:** MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
**Through:** ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 15 Gables Road, Hicksville, NY 11801  
SBL: 12-283-25

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Notice of Violation number 07496 was issued to the owner of the above-referenced premises on 05/03/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

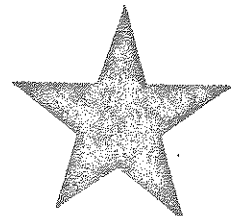
- Cut all vegetation on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME: ml  
cc: Frank Scalera, Town Attorney  
cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

May 12, 2022

John Rasmussen  
15 Gables Road  
Hicksville, NY 11801


RE: PREMISES: 15 Gables Road, Hicksville, NY 11801  
SECTION 12 BLOCK 283 LOT 25

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

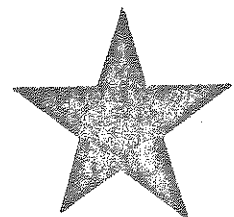
Please be advised that Notice of Violation Number 07496 (copy attached) has been served on 05/03/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME: ml  
Enclosure

cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 10, 2022

**SUBJECT:** 15 GABLES ROAD, HICKSVILLE, NEW YORK 11801  
SECTION 12, BLOCK 283, LOT(S) 25

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

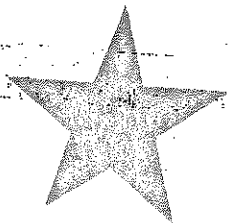
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,151.22

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,151.22 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT. THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 2<sup>nd</sup> day of February, in the year 2008

BETWEEN

John F. Rasmussen, residing at 15 Gables Road, Hicksville, NY and  
[REDACTED] residing at

party of the first part, and

John F. Rasmussen, residing at 15 Gables Road, Hicksville, NY

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

[REDACTED] dollars,  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE A ATTACHED HERETO

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

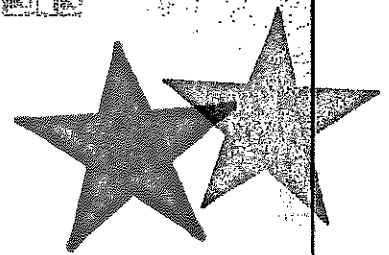
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

[REDACTED]

John F. Rasmussen  
[REDACTED]

STATE OF NEW YORK, COUNTY OF Nassau

On the 7 day of February in the year 2001

before me, the undersigned, personally appeared:

John R. Rasmussen

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

VICKI SANDERS  
Notary Public, State of New York  
No. 0156073663  
Qualified in Nassau County  
Commission expires July 15, 2001

STATE OF , COUNTY OF

On the day of in the year

before me, the undersigned, a Notary Public in and for said State,

personally appeared

the

Subscribing witness to the foregoing instrument, with whom I am personally acquainted; who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(If the place of residence is in a city, include the street and street number if any, thereof, and that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

(Add the following if the acknowledgment is taken outside NY State) and that said subscribing witness made such appearance before the undersigned in the (insert tiercity or other political subdivision and the State or country or other place the proof was taken)

STATE OF

On the day of in the year

before me, the undersigned, personally appeared

John R. Rasmussen

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

(Add the following if the acknowledgment is taken outside NY State) and that said individual made such appearance before the undersigned in the (insert tiercity or other political subdivision and the State or country or other place the acknowledgment was taken).

STATE OF , COUNTY OF

On the day of in the year

before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was

so affixed by order of the board of directors of said corporation, and that he signed in name thereto by like order.

**Mortgage and Sale Deed**

(WITH COVENANT AGAINST GRANTOR'S ACTS)

Title No. 2001-11616

John R. Rasmussen and

TO

John R. Rasmussen

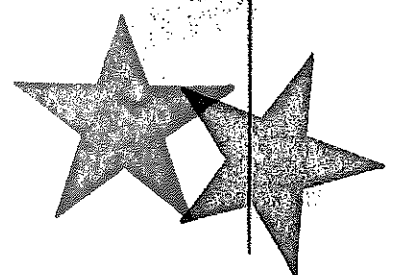
SECTION 12  
BLOCK 283  
LOT 0025-0  
COUNTY OR TOWN Nassau  
STREET ADDRESS 15 Gables Road

Recorded at Request of STEWART TITLE\*

RETURN BY MAIL TO:

Disputed by  
**STEWART TITLE**  
INSURANCE COMPANY  
250 PARK AVENUE  
NEW YORK, NEW YORK 10177  
(212) 512-0050 Fax (212) 984-1133

Mid-Island Mortgage Corp.  
900 Merchants Concourse  
Westbury, New York 11590



**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT: 15 GABLES ROAD, HICKSVILLE  
CLEAN-UP**

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

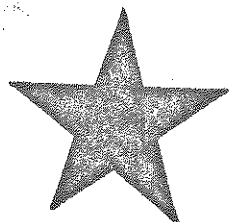
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,151.22.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-283-25) 15 GABLES RD HICKSVILLE 11801

Date Jun 6, 2022

Work Order # 94036

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
VINCENT PADAVANO	General Maintenance	01:00	\$53.61	00:00	0	\$53.61
SEAN MCLAUGHLIN	General Maintenance	01:00	\$28.61	00:00	0	\$28.61
THOMAS CORBETT	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
JOHN MURRAY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$112.22

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	01:00	\$105.00
Total Equipment				\$289.00


### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1151.22**

### Description of Work:

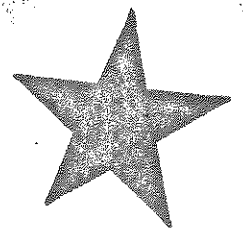
CLEAN UP 15 GABLES ROAD HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 7, 2022





Meeting of September 13, 2022

Resolution No.607-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 26, 2022, authorized the Highway Department to clean up the premises located at 15 Southwick Court N., Plainview, New York 11803 also known as Section 13, Block 108, Lot 6 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 15, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 7, 2022, in the total amount of \$1,056.40, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 15, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,056.40 may be assessed by the Legislature of the County of Nassau against the parcel known as 15 Southwick Court N., Plainview, New York 11803, also known as Section 13, Block 108, Lot 6 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*gmk*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
**Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 15, 2022

SUBJECT: Property Cleanup Assessment  
15 Southwick Court N., Plainview, New York 11803  
Section 13, Block 108, Lot 6

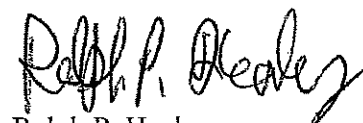
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The Department of Planning and Development, by memorandum dated May 26, 2022, directed the Highway Department to clean the premises located at 15 Southwick Court N., Plainview, New York 11803, also known as Section 13, Block 108, Lot 6 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 7, 2022. The cost incurred by the Town of Oyster Bay was \$1,056.40.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

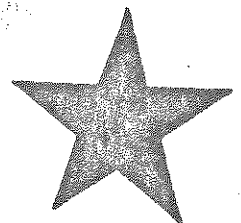
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8670

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 26, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 15 Southwick Court N., Plainview, New York 11803  
SBL: 13-108-6

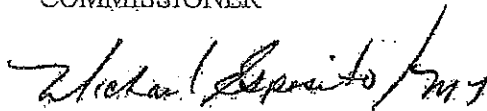
Notice of Violation number 07566 was issued to the owner of the above-referenced premises on 05/18/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut lawn and vegetation on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

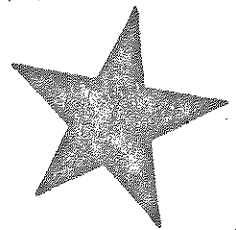
ELIZABETH L. MACCARONE  
COMMISSIONER



MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME:ml

cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCARTREY  
DEPUTY COMMISSIONER

May 26, 2022

Lawrence Dobroff  
15 Southwick Court N.  
Plainview, New York 11803

RE: PREMISES: 15 Southwick Court N. Plainview, NY 11803  
SECTION 13 BLOCK 108 LOT 6

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

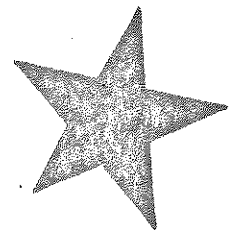
Please be advised that Notice of Violation number 07566 (copy attached) has been served on 05/18/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

*Michael Esposito*  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 10, 2022

**SUBJECT:** 15 SOUTHWICK COURT, PLAINVIEW, NEW YORK 11803  
SECTION 13, BLOCK 108, LOT(S) 6

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

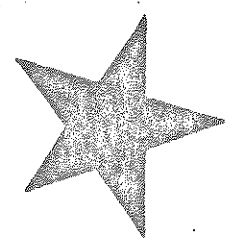
1) T.O.B. Highway Department Clean-Up Costs: \$ 1,056.40

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,056.40 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



蘇聯海軍的組成：

**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

**SUBJECT:** 15 SOUTHWICK COURT, PLAINVIEW  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

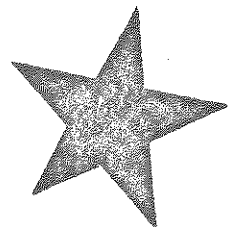
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,056.40.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (13-108-6) 15 SOUTHWICK CT PLAINVIEW 11803

Date Jun 7, 2022

Work Order # 94471

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL HERRON	General Maintenance	01:00	\$25.72	00:00	0	\$25.72
JESSE VITERI	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
ANTHONY GRASSO	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
CHARLES R MURPHY	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
Total Labor						\$96.40

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD739	2019 FORD F450 WY POWER WAGON	\$105.00	01:00	\$105.00
TR212	2019 TRAILER YW	\$105.00	01:00	\$105.00
Total Equipment				\$210.00


### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1056.40**

### Description of Work:

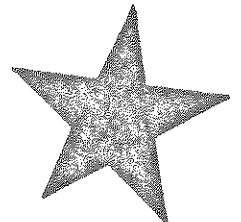
CLEAN UP 15 SOUTHWICK COURT N. PL

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 8, 2022





Meeting of September 13, 2022

Resolution No.608-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 25, 2022, authorized the Highway Department to clean up the premises located at 109 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 145, Lot 5 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 15, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 31, 2022, in the total amount of \$1,195.24, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 15, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,195.24 may be assessed by the Legislature of the County of Nassau against the parcel known as 109 Arlyn Drive West, Massapequa, New York 11758 also known as Section 53, Block 145, Lot 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

7/14/22  
Reviewed By  
Office of Town Attorney  
[Signature]

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 15, 2022

SUBJECT: Property Cleanup Assessment  
109 Arlyn Drive West, Massapequa, New York 11758  
Section 53, Block 145, Lot 5

---

The Department of Planning and Development, by memorandum dated May 25, 2022, directed the Highway Department to clean the premises located at 109 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 145, Lot 5 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 2, 2022, advised that the property was cleaned by a crew from the Highway Department on May 31, 2022. The cost incurred by the Town of Oyster Bay was \$1,195.24.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

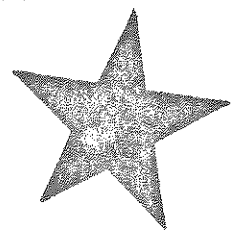
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8663

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 25, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 109 Arlyn Dr. W, Massapequa, New York, 11758  
SBL: 53-145-5

---

Notice of Violation number 07853 was issued to the owner of the above-referenced premises on 05/18/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

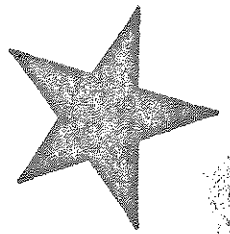
- Cut lawn on premises.

Pursuant to the provisions of Chapter 135, Section 54 (C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME:ml  
cc: Frank Scalera, Town Attorney





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCaffrey  
DEPUTY COMMISSIONER

May 25, 2022

William Dye  
109 Arlyn Drive, W.  
Massapequa, NY 11758

RE: PREMISES: 109 Arlyn Drive, West, Massapequa, NY 11758  
SECTION 53 BLOCK 145 LOT 5

Dear Property Owner:

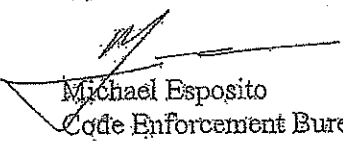
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation Number 07853 (copy attached) has been served on 05/18/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

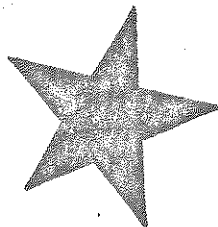
Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure



RPH

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 8, 2022

**SUBJECT:** 109 ARLYN DRIVE W., NEW YORK 11758  
SECTION 53, BLOCK 145, LOT(S) 5

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

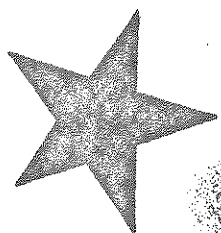
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,195.24

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,195.24 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



**BARGAIN AND SELL DEED WITH COVENANT AGAINST  
GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)**

STANDARD INSTRUMENT FORM 3007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY AN ATTORNEY FOR  
SELLER AND PURCHASER BEFORE SIGNING.

THIS INSTRUMENT made this 14 day of July, 2010

between

109 WEST ARLYN DRIVE, MASSAPEQUA, NEW YORK 11758

party of the first part, and

WILLIAM DYE residing at

3932 WAYERLY AVENUE, SEAFORD, NEW YORK 11783

party of the second part.

~~IN WITNESS WHEREOF~~, that the party of the first part, in consideration of \$500.00 dollars, lawful  
money of the United States, paid by the party of the second part, does hereby grant and release unto  
the party of the second part, the heirs or successors and assigns of the party of the second part  
forever;

~~ALL~~ that certain lot, piece or parcel of land, situate, lying and being in the

SEE "SCHEDULE A" ATTACHED HERETO AND MADE A PART HEREOF

Tax Map Description: Section 53, Block 143, Lots 5 Inclusive

Premises commonly known and referred to as 109 WEST ARLYN DRIVE, MASSAPEQUA,  
NEW YORK 11758.

Being and intended to be the same premises conveyed to the Grantor herein by Deed dated  
DECEMBER 9, 2005 and recorded January 4, 2006 in Liber 12060 Page 907.

~~TOGETHER~~ with all right, title and interest, if any, of the party of the first part in and to  
any streets and roads abutting the above described premises to the center lines thereof.

~~TOGETHER~~ with the appurtenances and all the estate and rights of the party of the first  
part in and to said premises;

~~TO HAVE AND TO HOLD~~ the premises herein granted unto the party of the second part,  
the heirs or successors and assigns of the party of the second part forever;

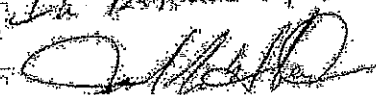
~~AND~~ the party of the first part, covenants that the party of the first part has not done or  
suffered anything whereby the said premises have been encumbered in any way whatever, except  
as aforesaid.

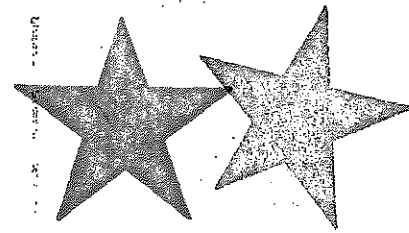
~~AND~~ the party of the first part, in compliance with Section 13 of the Lien Law, covenants  
that the party of the first part will receive the consideration for this conveyance and will hold the  
right to receive such consideration as a trust fund to be applied first for the purpose of paying the  
cost of the improvement and will apply the same first to the payment of the cost of the  
improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this  
instrument so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day  
and year first above written.



In Presence of:  




**Town of Oyster Bay  
Inter- Departmental Memo**

June 2, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT:** 109 ARLYN DRIVE W., MASSAPEQUA  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

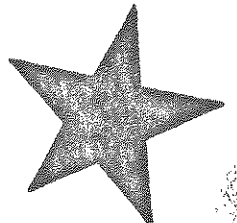
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,195.24.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-145-5) 109 ARLYN DRIVE WEST MASSAPEQUA 11758

Date May 31, 2022

Work Order # 94272

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PHILIP BADOME	General Maintenance	01:30	\$32.21	00:00	0	\$48.32
NICOLAS CAMMARANO	General Maintenance	01:30	\$28.61	00:00	0	\$42.92
Total Labor						\$91.24

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD688	TRUCK DUMP 2010 INTER 7300 YW (T-211)- 6 Wheeler	\$131.00	01:30	\$196.50
TR213	2019 INTEG ITI TRAILER YW	\$105.00	01:30	\$157.50
Total Equipment				\$354.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1195.24**

### Description of Work:

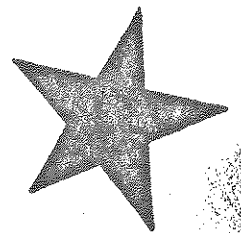
CLEAN UP 109 ARLYN DRIVE MS

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 2, 2022





Meeting of September 13, 2022

Resolution No.609-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 2, 2022, authorized the Highway Department to clean up the premises located at 510 Clocks Boulevard, Massapequa, New York 11758, also known as Section 66, Block 139, Lots 1 to 4 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 15, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2022, in the total amount of \$1,582.90, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 15, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,582.90 may be assessed by the Legislature of the County of Nassau against the parcel known as 510 Clocks Boulevard, Massapequa, New York 11758 also known as Section 66, Block 139, Lots 1 to 4 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*7/2/22*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

609

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 15, 2022

SUBJECT: Property Cleanup Assessment  
510 Clocks Boulevard, Massapequa, New York 11758  
Section 66, Block 139, Lots 1 to 4

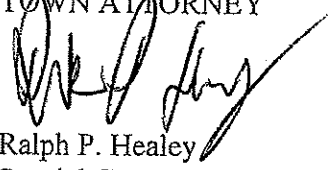
---

The Department of Planning and Development, by memorandum dated June 2, 2022, directed the Highway Department to clean the premises located at 510 Clocks Boulevard, Massapequa, New York 11758, also known as Section 66, Block 139, Lots 1 to 4 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 6, 2022. The cost incurred by the Town of Oyster Bay was \$1,582.90.

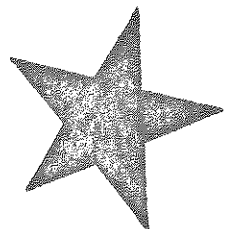
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



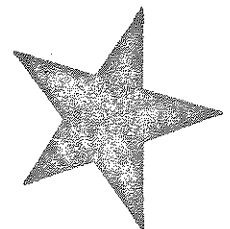
704  
Reviewed By  
Office of Town Attorney  
*P. J. J. J.*

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 2, 2022, authorized the Highway Department to clean up the premises located at 510 Clocks Boulevard, Massapequa, New York 11758, also known as Section 66, Block 139, Lots 1 to 4 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 15, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2022, in the total amount of \$1,582.90, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 15, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,582.90 may be assessed by the Legislature of the County of Nassau against the parcel known as 510 Clocks Boulevard, Massapequa, New York 11758 also known as Section 66, Block 139, Lots 1 to 4 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -



2022-8653

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 2, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 510 Clocks Blvd., Massapequa, NY 11758  
SBL: 66-139-1 to 4

Notice of Violation number 07562 was issued to the owner of the above-referenced premises on 05/13/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut lawn and vegetation on premises.
- Remove corner obstruction.
- Remove litter and debris.

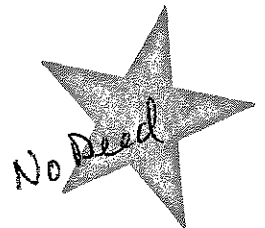
Pursuant to the provisions of Chapter 135, Section 54(G) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

*Michael Esposito / ms*

MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME: ml  
cc: Frank Scalera, Town Attorney



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**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 10, 2022

**SUBJECT:** 510 CLOCKS BLVD., MASSAPEQUA, NEW YORK 11758  
SECTION 66, BLOCK 139, LOT(S) 1

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

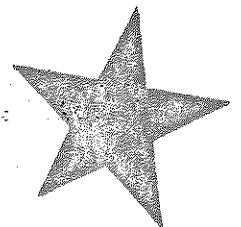
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,582.90

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,582.90 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

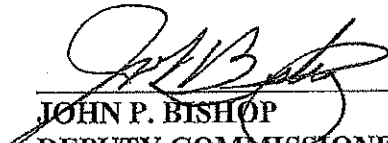
**SUBJECT: 510 CLOCKS BLVD, MASSAPEQUA  
CLEAN-UP**

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,582.90.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet



## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-139-1) 510 CLOCKS BLVD MASSAPEQUA 11758

Date Jun 6, 2022

Work Order # 94549

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES CHADWICK, II	General Maintenance	01:00	\$48.32	00:00	0	\$48.32
DONALD CHANDLER	General Maintenance	01:00	\$49.28	00:00	0	\$49.28
STEVE DIAKOIANNIS	General Maintenance	01:00	\$42.55	00:00	0	\$42.55
MICHAEL F FITZPATRICK	General Maintenance	01:00	\$23.03	00:00	0	\$23.03
ANTHONY MODAFFERI	General Maintenance	01:00	\$25.72	00:00	0	\$25.72
ROBERT F SPERO	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
NICHOLAS M ABATEMARC	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$218.90

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PL091	PAYLOADER 2013 KOMAT WA380 YELLO (HT-2)	\$168.00	01:00	\$168.00
PU471	2020 FORD F 250 PICK UP YW	\$79.00	01:00	\$79.00
TD688	TRUCK DUMP 2010 INTER 7300 YW (T-211)- 6 Wheeler	\$131.00	01:00	\$131.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
TD748	2019 INT 7300 6 WHEELER YW	\$131.00	01:00	\$131.00
Total Equipment				\$614.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1582.90**

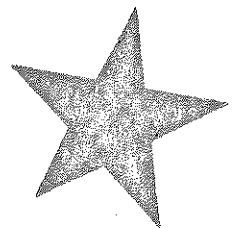
Description of Work:  
CLEAN UP 510 CLOCKS BLVD. MS

Signature: \_\_\_\_\_

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 8, 2022



Meeting of September 13, 2022

Resolution No.610-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 11, 2022, authorized the Highway Department to clean up the premises located at Newbridge Road, Hicksville, New York 11801 also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 15, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 22, 2022, in the total amount of \$1,159.87, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 15, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,159.87 may be assessed by the Legislature of the County of Nassau against the parcel known as Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



610

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 15, 2022

SUBJECT: Property Cleanup Assessment  
Newbridge Road, Hicksville, New York 11801  
Section 45, Block 70, Lot 49

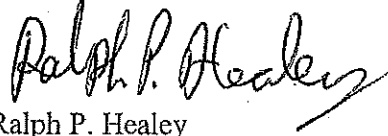
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The Department of Planning and Development, by memorandum dated May 11, 2022, directed the Highway Department to clean the premises located at Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 27, 2022, advised that the property was cleaned by a crew from the Highway Department on June 22, 2022. The cost incurred by the Town of Oyster Bay was \$1,159.87.

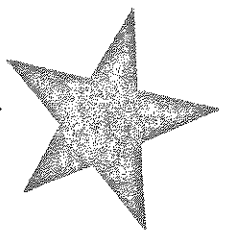
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8687

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 11, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: Newbridge Road, Hicksville, New York 11801  
SBL: 45-70-49

Notice of Violation number 07966 was issued to the owner of the above-referenced premises on 06/09/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut lawn and vegetation on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

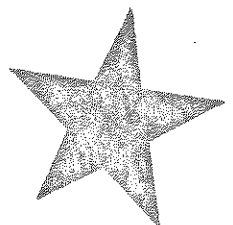
ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME:ml

cc: Frank Scalera, Town Attorney

No Deed





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

June 16, 2022

Eileen Schmidt  
90-20 221<sup>st</sup> Place  
Queens Village, NY 11429


RE: PREMISES: Newbridge Road, Hicksville, NY 11801  
SECTION 45 BLOCK 70 LOT 49

Dear Property Owner:

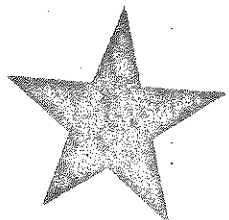
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation number 07966 (copy attached) has been served on 06/09/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

  
ELM:ME:ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO: FRANK M. SCALERA, TOWN ATTORNEY**

**FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**DATE: JUNE 10, 2022**

**SUBJECT: NEWBRIDGE ROAD, HICKSVILLE, NEW YORK 11801  
SECTION 45, BLOCK 70, LOT(S) 49**

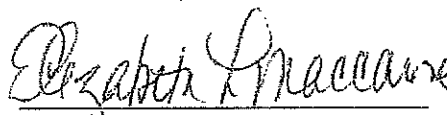
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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

1) T.O.B. Highway Department Clean-Up Costs: \$ 1,159.87

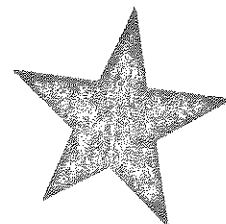
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,159.87 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

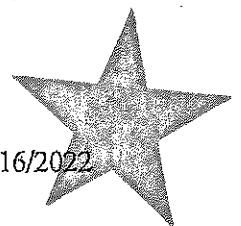
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Encls.

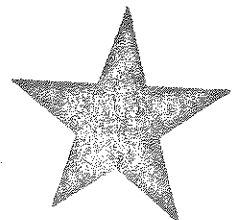
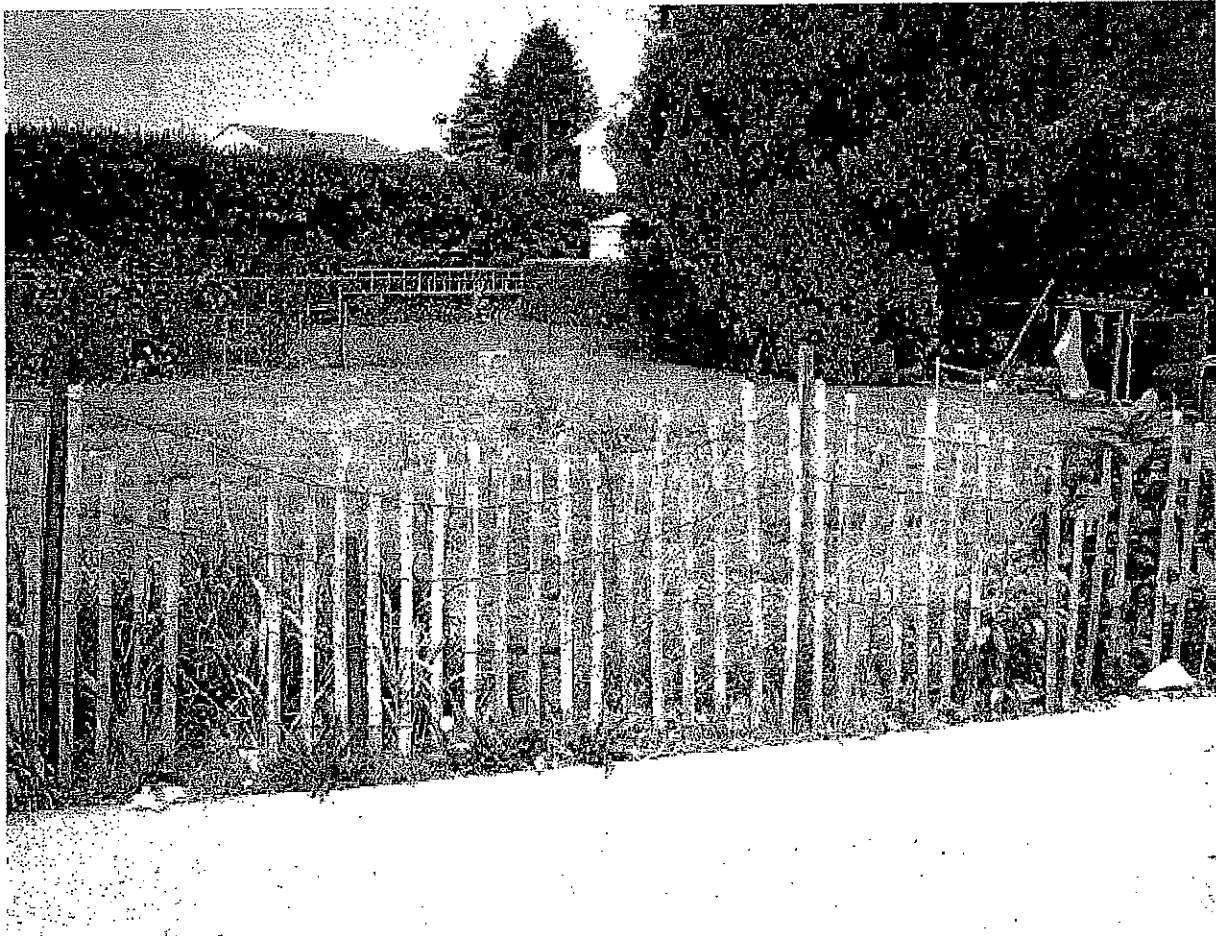
REC'D TOWN ATTORNEY  
'22 JUL 14 10:42





0 30 60ft





**Town of Oyster Bay  
Inter- Departmental Memo**

June 27, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT: NEWBRIDGE ROAD, HICKSVILLE  
CLEAN-UP**

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

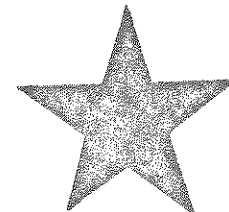
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,159.87.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (45-70-49) NEWBRIDGE RD HICKSVILLE 11801

Date Jun 22, 2022

Work Order # 95050

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$37.26	00:00	0	\$37.26
VINCENT PADAVANO	General Maintenance	01:00	\$53.61	00:00	0	\$53.61
THOMAS CORBETT	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
JOHN MURRAY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$120.87

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	01:00	\$105.00
Total Equipment				\$289.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1159.87**

### Description of Work:

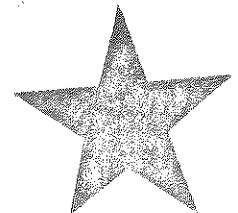
CLEAN UP NEWBRIDGE ROAD HICKSVILLE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 24, 2022





Meeting of September 13, 2022

Resolution No.611-2022

WHEREAS, by Resolution No. 293-2018, adopted on May 22, 2018, the Town Board authorized N&P Engineers & Land Surveyor, PLLC ("N&P Engineers") to proceed with engineering and construction management services regarding Contract No. H18-171-P1, Massapequa Flood Diversion and Control Project #1, Outfall 126 & 67, a project for which funding has been provided through the New York Rising Community Reconstruction Program, as a subrecipient of the Community Development Block Grant Disaster Recovery Program through the Governor's Office of Storm Recovery ("GOSR"); and

WHEREAS, Richard W. Lenz, P.C., Commissioner, Department of Public Works, by memorandum dated August 22, 2022, and Russell Z. Scott, Senior Partner of N&P Engineers by letter dated June 14, 2022, advised that the construction of the aforementioned project took longer than anticipated for reasons including severe weather events, higher than expected water table within a coastal community, COVID-19 related supply chain delays, and program requirements imposed through the federal grant program, resulting in a request of N&P Engineers for an increase to Contract No. H18-171-P1 in the amount of \$244,270.00; and

WHEREAS, GOSR, in administering the subject funding programs, has approved the request for an increase to Contract No. H18-171-P1, in the amount of \$244,270.00, at no cost to the Town, following review of the request by the Town's Department of Public Works and by GOSR, finding the increase to be appropriate and cost reasonable; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the increase in engineering fees relative to Contract No. H18-171-P1 for the amount of \$244,270.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the increase in engineering fees in connection with Contract No. H18-171-P1 is hereby authorized, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds available for payment in Account No. IGA CD 8689 27000 554 CN17.

-#-

Reviewed By  
Office of Town Attorney

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

August 22, 2022

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

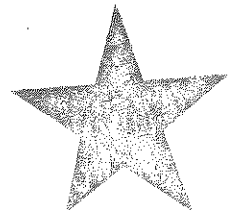
SUBJECT : INCREASE IN ENGINEERING  
FLOOD DIVERSION AND CONTROL PROJECT FOR MASSAPEQUA  
PROJECT 1: OUTFALL 126 & 67 SYSTEM (HARBOR & CABOT)  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P1  
ACCOUNT NO. IGA CD 8689 27000 554 CN17

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The Town of Oyster Bay (Town) has been identified by the Governor's Office of Storm Recovery (GOSR) as an eligible Subrecipient of Community Development Block Grant Disaster Recovery (CDBG-DR) Program funding provided through the New York Rising Community Reconstruction Program. With use of this federal grant funding, the Town has completed or is nearing completion of a variety of storm resiliency/flood mitigation projects within the program eligible area of Massapequa, NY.

Town Board Resolution No. 293-2018 dated May 22, 2018, authorized N&P Engineers & Land Surveyor, PLLC (N & P) to proceed with Engineering and Construction Management Services regarding the above-mentioned contract. All services provided under this contract have been funded in full with use of CDBG-DR funding.

The construction of this project took longer than anticipated for a variety of reasons inclusive of severe weather events, higher than expected water table within a coastal community, COVID-19 related supply-chain delays and program requirements imposed through the federal grant program. This extended construction duration, amongst other reasons detailed within the attached June 14, 2022 letter from N & P, has created additional efforts from N&P in connection with this Contract. As a result, N&P has requested an increase to Contract No. H18-171-P1, in the amount of \$244,270.00. This request has been reviewed by both the Town's Department of Public Works and the Governor's Office of Storm Recovery, and has been found to be appropriate and cost reasonable. GOSR has approved this requested increase of \$244,270.00. All expenses under Contract No. H18-171-P1, inclusive of this proposed increase, continue to be at no cost to the Town of Oyster Bay.



It is hereby requested that the Town Board authorize, by resolution, the above-noted increase in engineering fees relative to the above mentioned contract for a total amount of \$244,270.00, relative to Contract No. H18-171-P1. Funds are available for this purpose in Account No. IGA CD 8689 27000 554 CN17.

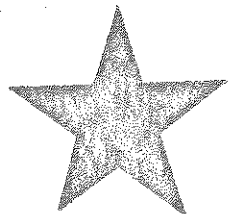
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

 RWL/CT/MR/DM/nm

Attachments

c: Steven C. Ballas, Comptroller  
Colin Bell, Office of the Supervisor

H18-171-P1 Increase In Engineering Project 1





June 14, 2022

Richard Lenz, PE, Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

**RE: Massapequa Flood Diversion and Control / Project 1 – Harbor and Cabot  
Town of Oyster Bay  
Contract No. H18-171-P1  
Request for Contract Amendment**

Dear Commissioner Lenz:

Nelson + Pope is respectfully requesting additional budget related to the Construction Administration & Observation as well as for the Town/Public request for re-design of a related section of improvements for the above referenced project. The effort required to provide the proper construction observation, process the contractor's change orders, deal with unpredicted storm related flooding and the overall coordination was more than anticipated.

The review, research and redesign of the Harbor Place segment of the project was brought to our attention during a construction kick-off meeting in which the public had involvement, providing pushback on the proposed work. Alternative design options were compiled and reviewed for a redesign of the proposed drainage to achieve a similar goal with less impact to the public right-of-way.

Below is a summary of the work along with a budget spreadsheet.

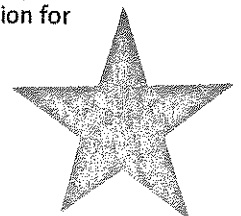
**Task 1:**

*Construction Observation + Reporting*

N+P provided necessary daily construction inspection amounting to more than the contract's original budgeted time. Construction observation and support included coordination for utility relocations; oversight for utility offsets and relocation; daily observation of crucial drainage infrastructure; daily on-site coordination and observation of concrete installs; and scheduling coordination for all parties involved. In addition to the necessary daily oversight, the project construction schedule and daily work production is considerably slower than anticipated mainly due to the existing limiting site conditions

In addition to the necessary daily oversight, the project construction schedule and daily work production is considerably slower than anticipated mainly due to the existing limiting site conditions. The Contractor's Contract had 240 days of construction duration. Nelson + Pope's original contract included inspection for

N&P Engineering, Architecture and Land Surveying, PLLC  
70 Maxess Road, Melville, NY 11747 • 631.427.5665 • nelsonpope.com



110 days. It is anticipated that construction will be completed on October 1, 2022. N+P will be providing construction observation for approximately 300 total days which is over the original anticipated amount.

*Correspondence, Discussions & Meetings with Residents*

N+P has participated in multiple email correspondence, attendance to meetings for public relations and supplemental field visits for individual meetings with residents and Town officials to answer questions, complaints, schedules, etc. during construction.

*Construction Office Support + Documentation*

N+P is continually providing daily assistance between the Town, Contractor, and Inspection staff to provide the best coordination and construction practices for the community and Town.

N+P has been providing monthly invoice review and payment recommendations to assist with expediting payments for the Contractors to continue working at a high productive rate. These monthly invoice reviews require both additional time for the field inspector to track, coordinate and review quantities against the Contractors claims as well as office support providing review, approvals, signatures and packaging of submission to the Town and GOSR.

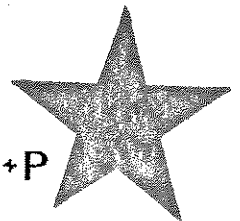
N+P has attended multiple meetings with the Town officials as well as on-site meetings with the residents to assist with public relations and construction resolutions to meet the project goals.

*Construction Conflict + Design Field Changes*

N+P has continually conducted field investigation and office research for adjustments, field changes and design alternations to overcome utility conflicts discovered during field construction. Specific to the Iroquois section of the project, the Contractor encountered countless sewer house service conflicts due to a high existing sewer main that was present the Nassau Road segment. N+P staff had to resolve these conflicts by providing additional field elevation information which was then transposed onto profiles for a visual representation of the proposed drainage installs with respect to conflict existing house service laterals.

*Construction Office Support for Contractor Change Order Requests*

N+P has reviewed, contested and negotiated any requests for change orders based on site conditions and unforeseen construction conflicts. Each review requiring research and communications between the Contractor before submitting for review by the Town and GOSR.



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**Task 2:**

*Drainage Re-Design + New Drainage Plans (Harbor)*

Due to public aversion to the original proposed drainage improvements to Harbor Place, the Town requested N+P's assistance with reevaluating the drainage design and incorporating the public's request for use of the park area to remain while ultimately resulting in the same end goal for drainage improvements. N+P provided additional drainage options, incorporating overall improvements to the existing while considering the community's request, reevaluating the drainage storage calculations, and drafting new plan designs incorporating the changes.

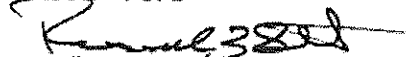
*Change Order Bid Items, Specifications and Coordination with Contractor*

N+P compiled updated contract bid items and specifications for the design changes, proceeded with coordination, review and value engineering to the design based on the change order pricing and information received by the Contractor to ensure the best price and product for the Town.

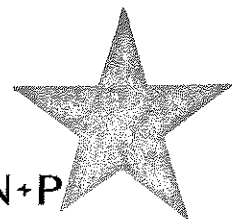
Thank you for the opportunity to present this request for an additional **\$244,270.00**. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me or Joseph Deluca, PE at 631.427.5665 or via e-mail at [rscott@nelsonpope.com](mailto:rscott@nelsonpope.com) / [jdeluca@nelsonpope.com](mailto:jdeluca@nelsonpope.com).

Yours truly,

**NELSON + POPE**

  
Russell Z. Scott, PE

Senior Partner





## MANPOWER TABLE

TOWN OF OYSTER BAY  
Project 1 - Cabot/Harbor  
Contract No. H18-171-P1

### EXHIBIT B



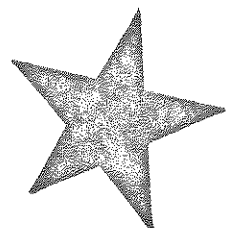
NELSON + POPE

NELSON + POPE

TASKS	Partner	Project Manager	Project Engineer	Engineer	Senior Engineer Tech.	Admin. Assistant	TOTAL HOURS	COST
	\$175.00	\$155.00	\$140.00	\$115.00	\$140.00	\$95.00		
PREPARATION OF CONSTRUCTION DOCUMENTS								
1 Construction Inspection and Office Support	60	240	48	20	1180	36	1584	\$225,340.00
3 Design Revisions - Harbor	8	20	40		8	2		\$11,410.00
4 Meetings	16	16			16			\$7,520.00
TOTALS	84	276	88	20	1204	38	1584	\$244,270.00

\$244,270.00

06/25/2022



Meeting of May 22, 2018

Resolution No. 293-2018

Reviewed By  
Office of Town Attorney  
[Signature]

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 19, 2018, advised that, in connection with Contract No. H18-171-P1, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 1, Outfall 126 System and Outfall 67 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P1, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P1 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$449,135.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding of this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a required consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P1 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$449,135.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

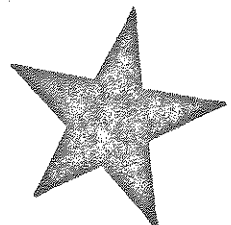
RESOLVED, That the Supervisor, or his designee, is authorized to execute a required consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Absent
Councilwoman Alesia	Nay
Councilwoman Johnson	Recused
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor  
Town Attorney  
Comptroller  
Intergovernmental Affairs  
Public Works





Meeting of September 13, 2022

Resolution No.612-2022

WHEREAS, by Resolution No. 438-2018, adopted on June 26, 2018, the Town Board authorized N&P Engineers & Land Surveyor, PLLC ("N&P Engineers") to proceed with engineering and construction management services regarding Contract No. H18-171-P4, Massapequa Flood Diversion and Control Project #4, Outfall 38 (Division Avenue), a project for which funding has been provided through the New York Rising Community Reconstruction Program, as a subrecipient of the Community Development Block Grant Disaster Recovery Program through the Governor's Office of Storm Recovery ("GOSR"); and

WHEREAS, Richard W. Lenz, P.C., Commissioner, Department of Public Works, by memorandum dated August 22, 2022, and Russell Z. Scott, Senior Partner of N&P Engineers by letter dated June 14, 2022, advised that the construction of the aforementioned project took longer than anticipated for reasons including severe weather events, higher than expected water table within a coastal community, COVID-19 related supply chain delays, and program requirements imposed through the federal grant program, resulting in a request of N&P Engineers for an increase to Contract No. H18-171-P4 in the amount of \$105,140.00; and

WHEREAS, GOSR, in administering the subject funding programs, has approved the request for an increase to Contract No. H18-171-P4, in the amount of \$105,140.00, at no cost to the Town, following review of the request by the Town's Department of Public Works and by GOSR, finding the increase to be appropriate and cost reasonable; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the increase in engineering fees relative to Contract No. H18-171-P4 for the amount of \$105,140.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the increase in engineering fees in connection with Contract No. H18-171-P4 is hereby authorized, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds available for payment in Account No. IGA CD 8689 27000 554 CN17.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

612

**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

August 22, 2022

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

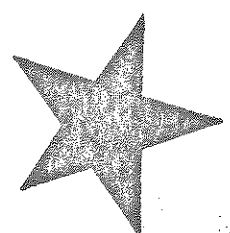
SUBJECT : INCREASE IN ENGINEERING  
FLOOD DIVERSION AND CONTROL PROJECT FOR MASSAPEQUA  
PROJECT 4: OUTFALL 38 SYSTEM (DIVISION AVENUE)  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P4  
ACCOUNT NO. IGA CD 8689 27000 554 CN17

---

The Town of Oyster Bay (Town) has been identified by the Governor's Office of Storm Recovery (GOSR) as an eligible Subrecipient of Community Development Block Grant Disaster Recovery (CDBG-DR) Program funding provided through the New York Rising Community Reconstruction Program. With use of this federal grant funding, the Town has completed or is nearing completion of a variety of storm resiliency/flood mitigation projects within the program eligible area of Massapequa, NY.

Town Board Resolution No. 438-2018 dated June 26, 2018, authorized N&P Engineers & Land Surveyor, PLLC (N & P) to proceed with Engineering and Construction Management Services regarding the above-mentioned contract. All services provided under this contract have been funded in full with use of CDBG-DR funding.

The construction of this project took longer than anticipated for a variety of reasons inclusive of severe weather events, higher than expected water table within a coastal community, COVID-19 related supply-chain delays and program requirements imposed through the federal grant program. This extended construction duration, amongst other reasons detailed within the attached June 14, 2022 letter from N & P, has created additional efforts from N&P in connection with this Contract. As a result, N&P has requested an increase to Contract No. H18-171-P4, in the amount of \$105,140.00. This request has been reviewed by both the Town's Department of Public Works and the Governor's Office of Storm Recovery, and has been found to be appropriate and cost reasonable. GOSR has approved this requested increase of \$105,140.00. All expenses under Contract No. H18-171-P4, inclusive of this proposed increase, continue to be at no cost to the Town of Oyster Bay.



It is hereby requested that the Town Board authorize, by resolution, the above-noted increase in engineering fees relative to the above mentioned contract for a total amount of \$105,140.00, relative to Contract No. H18-171-P4. Funds are available for this purpose in Account No. IGA CD 8689 27000 554 CN17.

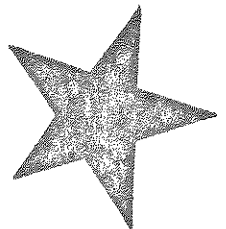


RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RWL/JCT/MR/DM/nm

Attachments

c: Steven C. Ballas, Comptroller  
Colin Bell, Office of the Supervisor  
H18-171-P4 Increase In Engineering Project 4





June 14, 2022

Richard Lenz, PE, Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

**RE: Massapequa Flood Diversion and Control / Project 4 – Division Ave (Outfall No. 38)**  
**Town of Oyster Bay**  
**Contract No. H18-171-P4**  
**Request for Contract Amendment**

Dear Commissioner Lenz:

Nelson + Pope is respectfully requesting additional budget related to the Construction Administration & Observation for the above referenced project. The effort required to provide the proper construction observation, process the contractor's change orders, deal with storm related flooding mitigation and the overall coordination with the residents, Town and Contractor was more than anticipated.

Below is a summary of the work along with a budget spreadsheet.

**Task 1:**

*Construction Observation + Reporting*

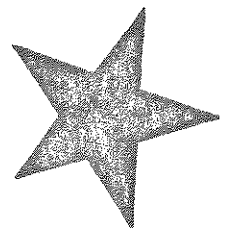
N+P has and is continually providing the necessary daily construction inspection amounting to more than the contract's original budgeted time. This construction observation and support includes coordination for utility relocations; oversight for utility offsets and relocation; daily observation of crucial drainage infrastructure; daily on-site coordination and observation of concrete installs; review and alterations to any of the Contractor's work; and scheduling coordination for all parties involved.

In addition to the necessary daily oversight, the project construction schedule and daily work production is considerably slower than anticipated mainly due to the existing limiting site conditions. The Contractor's Contract had 240 days of construction duration. Nelson + Pope's original contract included inspection for 110 days. The Contractor had requested an extension to April 27, 2022. N+P has been providing construction observation for approximately 300 total days which is over the original anticipated amount.

*Correspondence, Discussions & Meetings with Residents*

N+P participates in weekly email correspondences, attendance to meetings for public relations and supplemental field visits for individual meetings with residents and Town officials to answer questions, complaints, schedules, etc. during construction.

N&P Engineering, Architecture and Land Surveying, PLLC  
70 Maxess Road, Melville, NY 11747 • 631.427.5665 • nelsonpope.com



*Construction Office Support + Documentation*

N+P is continually providing daily assistance between the Town, Contractor, and Inspection staff to provide the best coordination and construction practices for the community and Town.

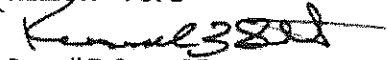
N+P has been providing monthly invoice review and payment recommendations as requested, to assist with expediting payments for the Contractor. These monthly invoice reviews require both additional time for the field inspector to track, coordinate and review quantities against the Contractors claims as well as office support providing review, approvals, signatures, and packaging of submission to the Town and GOSR.

N+P has attended multiple meetings with the Town officials as well as on-site meetings with the residents to assist with public relations and construction resolutions to meet the project goals.

Thank you for the opportunity to present this request for an additional **\$105,140.00**. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me or Joseph Deluca, PE at 631.427.5665 or via e-mail at [rscott@nelsonpope.com](mailto:rscott@nelsonpope.com) / [jdeluca@nelsonpope.com](mailto:jdeluca@nelsonpope.com).

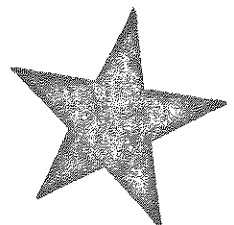
Yours truly,

**NELSON + POPE**



Russell Z. Scott, PE

Senior Partner





**MANPOWER TABLE**  
TOWN OF OYSTER BAY  
Project 4 - Division Avenue (Outfall No. 38)  
Contract No. H18-171-P4  
**EXHIBIT B**

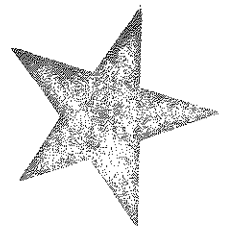


**NELSON + POPE**

TASKS		Partner	Project Manager	Project Engineer	Engineer	Senior Engineer Tech.	Admin. Assistant	TOTAL HOURS	COST
		\$175.00	\$155.00	\$140.00	\$115.00	\$140.00	\$95.00		
PREPARATION OF CONSTRUCTION DOCUMENTS									
1	Full Time Inspection	24	60	2	16	360	6	468	\$66,590.00
2	Final Inspection of Punch list and Restoration Items	4	24	2		80		110	\$15,900.00
3	Final Closeout Documents for GOSR	8	60	32	10	6	16	132	\$18,690.00
3	Meetings	12	12					24	\$3,960.00
TOTALS		48	156	36	26	446	22	734	\$105,140.00

**\$105,140.00**

4/16/2022



Meeting of June 26, 2018

Resolution No. 438-2018

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated June 11, 2018, advised that in connection with Contract No. H18-171-P4, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 4, Outfall 38 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Town's Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P4, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P4 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$359,647.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding for this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a project-specific consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P4 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$359,647.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to execute a project-specific consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

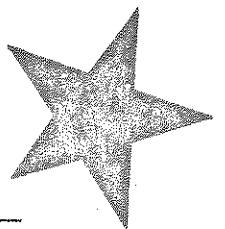
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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Abstain
Councilwoman Johnson	Recused
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works  
Intergovernmental Affairs

Reviewed By  
Office of Town Attorney  
*M. J. [Signature]*



Meeting of September 13, 2022

Resolution No.613-2022

WHEREAS, by Town Board Resolution No. 246-2019, adopted on April 16, 2019, LiRo Engineers, Inc. ("LiRo"), 235 East Jericho Turnpike, Mineola, New York, was authorized to complete a preliminary design report for Highways and Drainage Improvements to the Intervale Avenue Area, Farmingdale, New York, Contract No. H19-197PH3, and consequent to the completion of the preliminary design report, the Department of Public Works, Division of Engineering, solicited LiRo Engineers, Inc. for a cost estimate regarding design and bid services for Phase 3 of the aforementioned project;

WHEREAS, LiRo Engineers, Inc., by letter dated July 13, 2022, submitted a scope of work for engineering design and bid services relating to the aforementioned project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 22, 2022, advised that the Department of Public Works has negotiated a fee of \$188,500.00 to proceed with performing engineering design and bid services regarding the design of Phase 3 of the aforementioned project; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Contract and the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and LiRo Engineers, Inc. is authorized to proceed to perform design and bid services for Contract No. H19-197PH3, in an amount not to exceed \$188,500.00 in accordance with the provisions herein, and the Town Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. HWY H5197 20000 000 2003 008, Project ID No. 2003 HWYDB-02; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$188,500.00, upon presentation of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney



**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

August 22, 2022

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: AWARD OF ENGINEERING SERVICES  
HIGHWAY & DRAINAGE IMPROVEMENTS  
TO THE INTERVALE AVENUE AREA PHASE 3, FARMINGDALE, NEW YORK  
CONTRACT NO. H19-197 PH3  
ACCOUNT NO. HWY H5197 20000 000 2003 008  
PROJECT ID# 2003 HWYDB-02

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In furtherance to resolution 246-2019, and consequent to the completion of the preliminary design report provided by LiRo Engineers Inc., the Division of Engineering has solicited LiRo Engineers Inc., for a cost estimate regarding the design of phase 3 of said project.

The Department of Public Works has negotiated a fee of \$188,500.00 to proceed with the work, as outlined in the attached letter from LiRo Engineers Inc., dated July 13, 2022. The firm of LiRo Engineers Inc., has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 2003 008, Project ID #. 2003 HWYDB-02

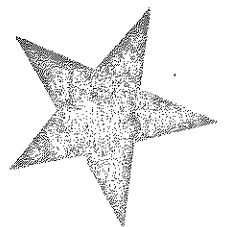
The Office of the Inspector General has reviewed the Contract and the proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by resolution, LiRo Engineers Inc., to perform design and bid services relative to Contract No. H19-197 PH3, Highway & Drainage Improvements to the Intervale Avenue Area Phase 3, Farmingdale, the office of the Comptroller hereby encumber said funds.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RWL/CT/MR/HAS/nm  
Attachments  
cc: Steven Ballas, Comptroller

H19-197ph3 DOCKET Consultant Design Fee Award to LiRo





**LiRo Engineers, Inc.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

July 13, 2022

Mr. Richard W. Lenz, P.E.  
Commissioner  
Town of Oyster Bay Department of Public Works  
150 Miller Place  
Syosset, NY 11791

**Highway Improvements for Intervale Avenue Area – Phase 3  
Engineering Design Services Funding Proposal**

Dear Commissioner Lenz,

LiRo Engineers, Inc. (LiRo) is pleased to submit to the Town of Oyster Bay Department of Public Works (TOBDPW) this funding proposal for engineering design services related to Highway Improvements for Intervale Avenue Area – Phase 3 in South Farmingdale, NY. The project consists of four (4) phases comprised of 6.77 miles with approximately 1.70 miles of roadway in Phase 3. Approximately 1.38 miles of roadway construction was completed in Phase 1 and 1.85 miles of roadway construction for Phase 2 is underway.

LiRo will design and prepare construction bid documents for Phase 3. The project objectives include the following: removing and replacing existing roadway asphalt throughout the project limits; remove and replace concrete curbs and gutters, replace driveway aprons and sidewalks as required, implement drainage improvements, new pavement markings, replace handicap ramps that do not meet current ADA and PROWAG standards, and install new handicap ramps as required. LiRo will review existing trees within the project area and recommend potential removal based on existing conditions and/or conflict with proposed construction. Topographic base mapping previously prepared by RLT Engineering, Geology, and Land Surveying, P.C. will be incorporated for design. LiRo's design scope of work will be performed through the following phases and tasks:

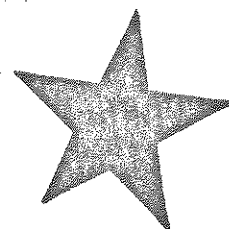
**1) Preliminary Design**

- Prepare roadway grading plans.
- Prepare roadway construction plans.
- Prepare typical sections, erosion and sediment control details, and miscellaneous typical details.
- Prepare technical specifications and work items.
- Perform quantity take-offs for work items.
- Attend up to two (2) design/work sessions or as mutually agreed upon with the Town.
- Field investigations and reconnaissance as needed.
- Utility coordination with known utilities such as PSE&G, National Grid, and South Farmingdale Water District.

**2) Final Design**

- Finalize roadway grading plans.
- Finalize roadway construction plans.

Integrated Construction, Design, and Technology Solutions





- Finalize typical sections, erosion and sediment control details, and miscellaneous typical details.
- Finalize technical specifications and work items.
- Finalize quantities for work items.
- Attend up to two (2) design/work sessions or as mutually agreed upon with the Town.
- Field investigations and reconnaissance as needed.
- Utility coordination with known utilities such as PSE&G, National Grid, and South Farmingdale Water District.
- Prepare bid-ready construction plans and specifications.
- Prepare engineer's opinion of probable cost for construction.

Bid, Construction Administration/Construction Inspection services are excluded from this proposal but may be provided under separate cover upon request.

**Proposed Fees for Services**

1) Preliminary Design	\$ 103,000.00
2) Final Design	\$ 85,500.00

We are requesting authorization in the amount of **\$188,500.00** on an hourly/not to exceed (NTE) basis for performance of the services outlined above.

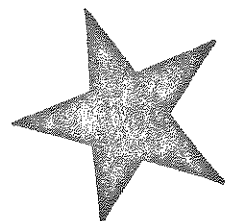
Please review and feel free to contact me at [koklanosp@liro.com](mailto:koklanosp@liro.com) or (516) 636-3725 with any questions or comments. We look forward to supporting the Town and appreciate your consideration of LiRo for this opportunity.

Very truly yours,

Peter Koklanos, PE, SE, LEED AP BD+C  
Senior Vice President, Civil/Structural Department Lead

cc: John Tassone  
Hans A. Stronstad Sr.  
Jason Tse, PE, LiRo  
Carlos Romero, EIT, LiRo

U:\Proposals\CS-1574 TOB - Intervale Phase 3 - Design\Working Files\TOB Intervale Phase 3 - Funding Proposal for Engineering Design Services.doc



Meeting of April 16, 2019

Resolution No. 246-2019

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highway, by memorandum dated April 1, 2019, advised that a request for proposals was issued, in accordance with the Town's procurement policy, and was forwarded to seven (7) firms, and was advertised on the Town of Oyster Bay website, to procure engineering services relative to highway improvements to the Intervale Avenue Area, Farmingdale, Contract No. H19-197, and the Division of Engineering received eight (8) responses; and

WHEREAS, following a review and evaluation of said eight (8) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize LiRo Engineers Inc., 235 East Jericho Turnpike, Mineola, New York 11501, to first complete a preliminary design report for the project area, for which it will perform surveying, site investigation preliminary design, project phasing, and cost estimating, for a total fee of \$310,000.00, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, the requested services to be provided by LiRo Engineers, Inc., are to be for a total amount not to exceed \$310,000.00, with funds for said payment available from Account No. HWY H5197 20000 000 1903 008,

RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and that LiRo Engineers, Inc., is hereby authorized to provide the above-referenced engineering services relative to highway improvements to the Intervale Avenue Area Farmingdale, Contract No. H19-197, in a total amount not to exceed \$310,000.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H5197 20000 000 1903 008.

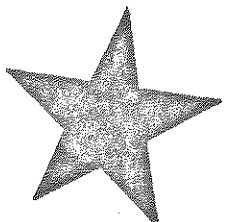
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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works

Reviewed By  
Office of Town Attorney  
*[Signature]*



Meeting of September 13, 2022

Resolution No.614-2022

WHEREAS, by Resolution No. 747-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works, Highway Division, to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering, with Lockwood Kessler & Bartlett, Inc., One Aerial Way Syosset, New York 11791, Consulting Engineers, for a two (2) year contract term, commencing on January 1, 2022 through January 31, 2023; and

WHEREAS, Brian Ednie, P.E., Vice-President, Lockwood, Kessler & Bartlett, P.C., Consulting Engineers, by letter dated August 11, 2022, described the scope of work to be performed under Contract No. PWC19-22, consisting of construction support and construction administration services pertaining to the replacement of the bulkhead at John J. Burns Park, Massapequa; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 17, 2022, requested that the Town Board authorize Lockwood, Kessler & Bartlett, Inc., Consulting Engineers, to perform the aforesaid engineering services under Contract No. PWC19-22, and that the Town Comptroller be authorized and directed to issue an encumbrance order in an amount not to exceed \$570,000.00, for this purpose; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds in the amount of \$570,000.00 to satisfy said engineering costs, are available in Account No. PKS H 7191 20000 000 2002 001, Project ID No. 2002PKSA-04; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the proposed vendor's questionnaire, and has been satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and that Lockwood, Kessler & Bartlett, Inc., Consulting Engineers, is hereby authorized to perform the aforesaid engineering services under Contract No. PWC19-22, for an amount not to exceed \$570,000.00; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$570,000.00, in connection with the abovementioned project; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS H 7197 20000 000 2002 001, Project ID No. 2002 PKSA-04; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same therefor, upon the submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

MS  
Reviewed By  
Office of Town Attorney  
Desh J. Hwang

6014

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

August 17, 2022

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC19-22  
STRUCTURAL ENGINEERING  
ACCOUNT NO.: PKS H 7197 20000 000 2002 001  
PROJECT ID NO. 2002PKSA-04

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The consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC19-22 by Resolution No. 747-2021 for the subject project.

Attached is a letter dated August 11, 2022 from Lockwood, Kessler & Bartlett, Inc., regarding the scope of work to be performed in an amount not to exceed \$570,000.00. Services to be provided are Construction support and Construction administration regarding the replacement of the Bulkhead at John J. Burns Park.

Attached is an availability of funds in the amount of \$570,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 2002 001 and Project ID No. 2002PKSA-04.

The Office of the Inspector General has reviewed the contract and the proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by Resolution Lockwood, Kessler & Bartlett, Inc., under Contract No. PWC19-22, On-Call Services Relative to Structural Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

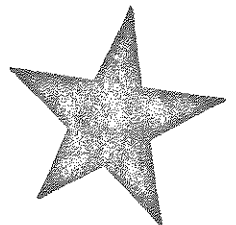
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/TLS/nm

Attachment

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks

PWC19-22 Docket service 570000 LKB



Meeting of December 7, 2021

Resolution No. 747-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Structural Engineering, was issued in accordance with the specifications contained in Contract No. PWC19-22 for a two (2) year contract term commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to that Request for Proposals, twelve (12) responses were received by the Division of Engineering, and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations, performed in compliance with the requirements of the Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C.; and

WHEREAS, Commissioner Lenz, by Highway memorandum requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering with LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C., or a two (2) year term, commencing on January 1, 2022 through December 31, 2023, and

WHEREAS, the Inspector General has reviewed the Request for Proposals on the proposed vendors' disclosures, and is satisfied that the Procurement Policy has been fulfilled,

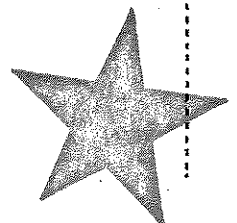
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering with LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C. for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

Reviewed By  
Office of Town Attorney  
*America Waite*





Lockwood, Kessler & Bartlett, Inc.  
One Aerial Way • Syosset, NY 11791  
516.938.0600 www.lkbinc.com

August 11, 2022

Richard W. Lenz, P.E., Commissioner  
Town of Oyster Bay Dept. of Public Works  
150 Miller Place  
Syosset, NY 11791  
Attn: John Tassone

RE: John J. Burns Park Engineering and Construction Management Services  
Structural Engineering On-Call PWC19-2022

Dear Mr. Tassone,

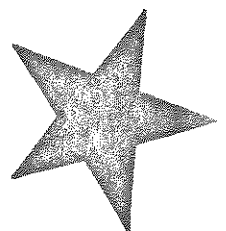
As a continuation of our on-going engineering services for the reconstruction of the John J. Burns Bulkhead we are pleased to provide our proposal to provide Engineering Services and Construction Management during construction of the 2,200-foot-long bulkhead located along the west and south sides of John J. Burns Park. The proposed funding will be through Structural Engineering On-Call PWC19-2022 and work will include Construction Support and Construction Administration.

**Scope of Work**

**Construction Support** – LKB will provide engineering support throughout the construction phase by attending kick-off and progress meetings, making site visits, reviewing shop drawings and material certifications, providing interpretation of the plans, responding to RFI's, keeping logs of all submittals, and preparing as-built drawings.

**Construction Administration** – LKB will provide a full time on-site resident engineer to review the progress and quality of the work and to monitor that the contractor is adhering to the contractual, Town, County, State and Federal requirements for health and human safety, including site safety and maintenance and protection of traffic. LKB's resident engineer will be assisted during busy periods by an additional LKB inspector. Work by the inspection team will include inspecting the contractor's work to assure that it is performed in accordance with the contract documents, measuring quantities of the completed work and reviewing the contractor's applications for payment, maintaining standard field records, attending regular job meetings, ensuring compliance with contract closeout procedures, and maintaining at the site a complete project file of all contract documents and correspondence.

AN EQUAL OPPORTUNITY EMPLOYER





We propose to perform the work for a fee of \$570,000.

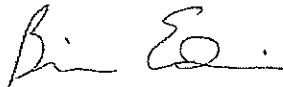
A breakdown of the fees are as follows:

Construction Support	\$90,000
Construction Administration	\$480,000

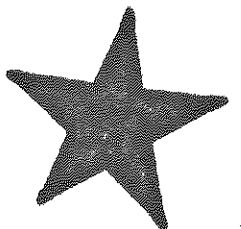
It is our pleasure to offer these services to the Town of Oyster Bay. Should you have any questions or comments on this request, please contact me at 516.210.8905 or [bednie@lkbinc.com](mailto:bednie@lkbinc.com).

Sincerely,

LOCKWOOD, KESSLER & BARTLETT, INC.



Brian Ednie, PE  
Vice President





ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT  
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department

Parks

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC19-22

Contract Period January 1, 2022 through December 31, 2023

Consultant/Contractor Lockwood, Kessler & Bartlett, Inc.

Discipline Structural Engineering

Total Authorization \$ 980,000.00

Resolution No. 747-2021 Date 12/7/2021

Funded To Date \$410,000.00

Amount Requested \$570,000.00

Account To Be Used PKS-H-7197-20000-000-2002-001 2002 PKSA-04

If Capital Account, State The Related Contract Number: \_\_\_\_\_

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

Funds are required for Construction Support and Construction Administration

for John J. Burns Park Bulkhead Project

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 60% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$ \_\_\_\_\_

Requesting Division/Department

Signature [Signature]  
Title Commissioner/Parks  
Date \_\_\_\_\_

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]  
Title Commissioner of Public Works  
Date 8/16/22

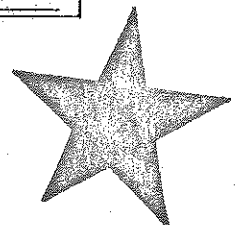
THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 570,000.00

Unencumbered Balance 570,000.00

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature] Date 8/12/22





# TOWN OF OYSTER BAY

## WORK ORDER



*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2022

Contract No. PWC19-22

Contract End 12/31/2023

Commencement Date \_\_\_\_\_

**No claim shall be paid for work performed prior to the Commencement Date**

Vendor Name and Address

Lockwood, Kessler & Bartlett, Inc.

One Aerial Way

Syosset, New York 11791

Requesting Town Department \_\_\_\_\_

Parks

Contact Thomas L. Scalfano

Phone 677-5114

Description of Work to be Performed (Attach Detail If Necessary)

Funds are required for Construction Support and Construction Administration

regarding the John J. Burns Bulkhead Replacement

**This work order shall not exceed \$ \$570,000.00**

*Please notify the above mentioned contact person 48 hours prior to commencing any work.*

**Requesting Division/Department**

**Department Of Public Works Approval**

**Only To Be Executed By The Commissioner**

Signature [Signature]

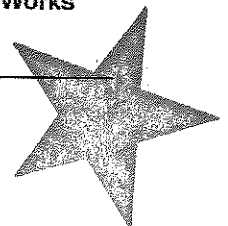
Signature [Signature]

Title Commissioner/Parks

**Commissioner of Public Works**

Date \_\_\_\_\_

Date 8/16/22



Meeting of September 13, 2022

Resolution No.615 -2022

WHEREAS, by Resolution No. 741-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works/Highway, to enter into Contract No. PWC09-22, On-Call Engineering Services Relative to Site Development, with John A. Grillo Architects, P.C., 1213 Main Street, Port Jefferson, New York 11777, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, in connection with Contract No. PWC09-22, John M. Grillo, Architect and Principal, John A. Grillo Architects, P.C., by letter dated January 3, 2022, requested Town Board approval to use Capano & Parker Engineers, P.C., 20 High Street Huntington, New York 11743, as a sub-consultant, for mechanical and/or electrical services, Island Digital Reprographics, Inc., 25 Cambridge Drive Babylon, New York 11702, as a sub-consultant, for printing and blueprints, and Riedel Audio & Acoustics, LLC., 443 Potter Boulevard, Brightwaters, New York 11718, as a sub-consultant, for acoustical design; and

WHEREAS, in connection with Contract No. PWC09-22, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 17, 2022, requested Town Board authorization for John A. Grillo Architects, P.C., to use Capano & Parker Engineers, P.C., as a sub-consultant, for mechanical and/or electrical services, Island Digital Reprographics, Inc., as a sub-consultant, for printing and blueprints, and Riedel Audio & Acoustics, LLC, as a sub-consultant, for acoustical design, for the design, bid and construction services pertaining to upgrades of the community center at Marjorie R. Post Community Park, Massapequa; and

WHEREAS, Commissioner Lenz, by said memorandum, has advised that the Office of the Inspector General has reviewed the Contract, and the proposed vendors' disclosure questionnaires, and has been satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested, that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in the amount of \$36,875.00, to pay for work done by John A. Grillo Architects, P.C., in connection with the aforesaid project,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are hereby accepted and approved, and in connection with Contract No PWC09-22, John A. Grillo Architects, P.C., is hereby authorized to use Capano & Parker Engineers, P.C., as a sub-consultant, for mechanical and/or electrical services, Island Digital Reprographics, Inc., as a sub-consultant, for printing and blueprints, and Riedel Audio & Acoustics, LLC, as a sub-consultant, for acoustical design, for design, bid and construction services pertaining to upgrades of the community center at Marjorie R. Post Community Park, Massapequa; and be it further

7/13/22  
Reviewed By  
Office of Town Attorney  
*R. P. Lenz*

Resolution No.615-2022

RESOLVED, that the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$36,875.00, to pay for work done by John A. Grillo Architects, P.C., in connection with the aforesaid project, and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. CYS H 1997 20000 000 1401 001, Project I.D. No. 1401TWNA-07; and be it further

RESOLVED, that the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

August 17, 2022

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC09-22  
ON-CALL ENGINEERING SERVICES RELATIVE TO SITE DEVELOPMENT  
USE OF SUB CONSULTANTS  
ACCOUNT NO. CYS H 1997 20000 000 1401 001  
PROJECT ID NO. 1401TWNA-07

---

The consultant, John A. Grillo Architect P.C., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC09-22 by Resolution No. 741-2021 for the subject project. Funds have been made available by the Director of Finance.


Attached is a letter dated January 3, 2022 from John A. Grillo Architect, P.C., regarding the scope of work to be performed in an amount not to exceed \$36,875.00. Services to be provided will include design, bid review, site meetings, review of submittals and construction inspection regarding Marjorie Post Community Park Community Center Upgrades. In addition, it is requested that the following sub-consultants be authorized by resolution:

Capano & Parker Engineers for Mechanical / Electrical Services, Island Digital Reprographics for printing and blueprints and Reidel Audio & Acoustics for acoustical design.

Attached is an availability of funds in the amount of \$36,875.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. CYS H 1997 20000 000 1401 001.

The Office of the Inspector General has reviewed the contract and the proposed vendors' and sub consultant vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by Resolution John A. Grillo Architect, P.C., under Contract No. PWC09-22, On-Call Services Relative to Site Development and Capano & Parker Engineers, Island Digital Reprographics and Reidel Audio & Acoustics also be authorized as sub consultants and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

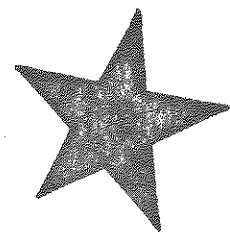
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/SJ/nm

Attachments

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks  
Maureen Fitzgerald, Commissioner, CYS

PWC09-22 Docket New Avail 36875 GRILLO Marjorie Post Community Center Upgrades





# TOWN OF OYSTER BAY

## WORK ORDER



*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2022

Contract No. PWC09-22

Contract End 12/31/2023

Commencement Date \_\_\_\_\_

**No claim shall be paid for work performed prior to the Commencement Date**

Vendor Name and Address

JOHN A. GRILLO ARCHITECT, P.C.

1213 MAIN ST.

PORT JEFFERSON, NY 11777

Requesting Town Department Community & Youth Services

Contact Sean Jordan Phone 677-6116

Description of Work to be Performed (Attach Detail If Necessary)

Funds are required for design, bid, and construction inspection services

regarding Community Center Upgrades

Marjorie Post Community Park in Massapequa.

**This work order shall not exceed \$ \$36,875.00**

*Please notify the above mentioned contact person 48 hours prior to commencing any work.*

**Requesting Division/Department**

**Department Of Public Works Approval**

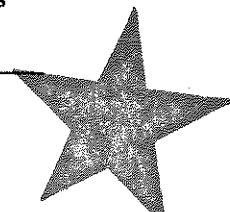
Only To Be Executed By The Commissioner

Signature *Neura Fitzgerald*  
Title Commissioner of C&YS

Signature *Stephen P. Carey*  
Commissioner of Public Works

Date 8/17/2022

Date 8/17/22





ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT  
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department COMMUNITY YOUTH SERVICES

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC09-22

Contract Period January 1, 2022 through December 31, 2023

Consultant/Contractor JOHN A. GRILLO ARCHITECT, P.C.

Discipline SITE DEVELOPMENT

Total Authorization \$73,625.00

Resolution No. 741-2021 Date 12/7/2021

Funded To Date \$36,750.00

Amount Requested \$36,875.00

Account To Be Used CYS H 1997 20000 000 1401 001 / Project ID NO. 1401 TWNA-07

If Capital Account, State The Related Contract Number: DP21-221

Description Of Work

*If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.*

Funds are required for design, bid, and construction inspection services regarding

Community Center Upgrades Marjorie Post Community Park in Massapequa

Work To Be Completed In Contract Period: Yes ☒ No ☐

*A "No" response will require Town Board authorization to extend the contract period.*

Required Insurances Are In Effect: Yes ☒ No ☐

*A "No" response will prevent further processing of this form.*

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$                     

Requesting Division/Department

Signature Maurice Fitzgerald

Title Commissioner of Community & Youth Services

Date 8/17/2022

DPW Approval

Only To Be Executed By The Commissioner

Signature Richard P. Long

Title Commissioner of Public Works

Date 8/17/22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 36,875.00

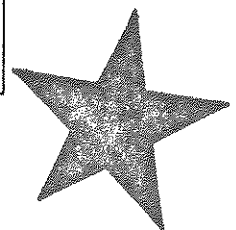
Unencumbered Balance 52,500.00

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature [Signature]

Date 8/23/22







TEL: (631) 476-2161

JAGarchitect.com

FAX: (631) 476-9846

January 3, 2022

Mr. Richard Lenz  
Commissioner of Public Works/ Highways  
Town of Oyster Bay  
150 Miller Place  
Syosset, New York 11791

RE: Site Development – Marjorie Post Park  
Community Center Upgrades  
PWC09-22

Dear Commissioner Lenz:

Based on the estimated construction costs, the following engineering fees will be associated with this referenced project:

PHASE 1 – DESIGN

HOURS

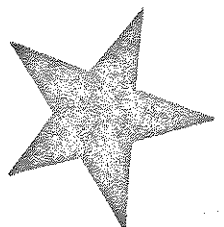
• Field Work and Initial Coordination Meetings	10 hrs. @ \$175/hr.	\$1,750.00
• Design and Construction Documents	35 hrs. @ \$175/hr.	\$6,125.00
• Printing		<u>\$1,000.00</u>

Total Hours for Phase 1

45 hours

Total Engineering Fees @ \$175.00 per hour (not to exceed)

\$8,875.00



PHASE 2 – Bid Opening

- |                                      | <u>HOURS</u>  |
|--------------------------------------|---------------|
| • Bid Opening and Bid Results Review | 6 @ \$175/hr. |

<b>Total Hours for Phase 2</b>	<b>6 Hours</b>
--------------------------------	----------------

<b>Total Engineering Fees at \$175.00 per hour (not to exceed)</b>	<b>\$1,050.00</b>
--	-------------------

PHASE 3 – On-Site Supervision

- |                                       |                 |
|---------------------------------------|-----------------|
| • Submittal Review                    | 14 @ \$175/hr.  |
| • Contractor Installation/Supervision | 120 @ \$175/hr. |
| • Progress/Job Meetings               | 20 @ \$175/hr.  |

<b>Total Hours for Phase 3</b>	<b>154 hours</b>
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<b>Total Engineering Fees at \$175.00 per hour (not to exceed)</b>	<b>\$26,950.00</b>
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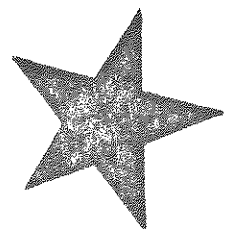
<b>TOTAL FEES FOR ALL 3 PHASES (not to exceed)</b>	<b><u>\$36,875.00</u></b>
--	---------------------------

**Tobay – Marjorie Post Park Community Center**

**Scope of Work:**

**All work to be performed in West Room only**

- Install new PA system for building by electrical engineer (Capano & Parker).
- Upgrade existing lighting to LED fixtures by electrical engineer (Capano & Parker).
- Provide plumbing for new sink with storage cabinet (Capano & Parker).
- Soften and acoustically treat existing walls and ceiling surfaces as required to minimize echo
- Provide new smoke and carbon monoxide detectors as needed (Capano & Parker).
- Remove all existing wood paneling from existing walls and fur out with new gypsum board as required to conceal all exposed conduit. Extend all electric as needed to new wall surface and provide new recessed receptacles and switches throughout (Capano & Parker).



In addition, we would like to request approval of the following sub-consultants to be able to work on this project.

Capano and Parker Engineers, P.C.  
Island Digital Reprographics Inc.

Mechanical/Electrical Engineering Services  
Printing and Blueprints

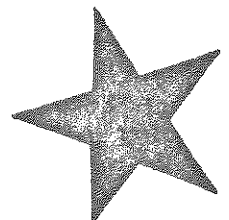
If additional information is required or you have any questions, please contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Grillo', written in a cursive style.

John M. Grillo  
Architect

CC: M. Russo  
J. Tassone



Meeting of December 7, 2021

Resolution No. 741-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Site Development was issued in accordance with the specifications contained in Contract No. PWC09-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, The office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

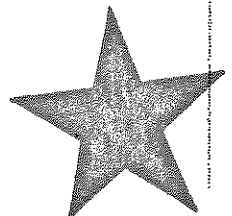
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023

#

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

FORWARDED BY  
OFFICE OF TOWN ATTORNEY



Meeting of September 13, 2022

Resolution No.616-2022

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated August 29, 2022, requested Town Board authorization for the Department of Parks to conduct the Senior Men's All-Star Softball Game at John J. Burns Park, Massapequa, on Monday, October 10, 2022, from 5:00 p.m. - 9:00 p.m., with a rain date of Wednesday, October 12, 2022, or as otherwise determined by the Commissioner of Parks, or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, requested Town Board approval for the Department of Parks to utilize the current Town food and beverage concessionaire(s) and/or select alternate food and beverage provider(s) pursuant to the Town of Oyster Bay Procurement Policy, at a total cost for food and beverage not exceed \$2,000.00, with funds available for payment in Account No. TWN TA 0000 00085 472 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, requested authorization for event-related expenses, including, but not limited to, signage, branded merchandise, trophies, clothing, and promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging at a total amount of \$2,500.00, with funds available for payment in Account No. TWN TA 0000 00085 472 0000; and

NOW, THEREFORE, BE IT RESOLVED, That the above-stated requests are hereby accepted and approved, and the Department of Parks is hereby authorized to conduct the Senior Men's All-Star Softball Game at John J. Burns Park, Massapequa, on Monday, October 10, 2022, from 5:00 p.m. - 9:00 p.m., with a rain date of Wednesday, October 12, 2022, subject to the aforementioned terms and conditions, and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment, for said event-related expenses, upon submission of a duly certified claim, after audit, to be drawn from Account No. TWN TA 0000 00085 472 0000.

-#-

*DP*  
Reviewed By  
Office of Town Attorney

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY Inter-Department Memo

TO: MEMORANDUM DOCKET  
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS  
DATE: AUGUST 29, 2022  
SUBJECT: TOWN OF OYSTER BAY SENIOR MEN'S ALL-STAR SOFTBALL GAME

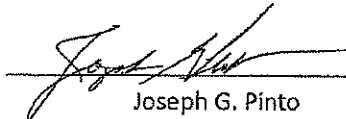
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The Department of Parks requests Town Board approval to conduct the Senior Men's All-Star Softball Game at John J. Burns Park on Monday, October 10, 2022 from 5:00pm – 9:00pm with a rain date of Wednesday, October 12, 2022. Date, location and times may be changed by the Commissioner of Parks or his designee.

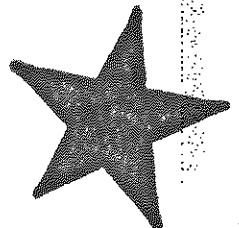
Food and beverage may be incorporated into the event. The Department of Parks reserves the right to utilize the current Town Food and Beverage concessionaire(s) (as of the date of the event) and/or reserves the right to select alternate food and beverage provider(s) pursuant to the Town of Oyster Bay Procurement policy. The cost for food and beverage shall not exceed \$2,000.00 and shall be paid from Account No. TWN TA 0000 00085 472 0000 through the Town General Services Purchasing Division.

Event related expenses deemed necessary by the Commissioner of Parks or his designee, including but not limited to signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging, shall not exceed \$2,500.00 and shall be paid from Account No. TWN TA 0000 00085 472 0000 through the Town General Services Purchasing Division.

Pursuant to the aforementioned, the Department of Parks recommends Town Board approval.

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner of Parks

JGP; EW



Meeting of September 13, 2022

Resolution No.617-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 29, 2022, requested Town Board approval for the Department of Parks, to conduct the Town of Oyster Bay Challenger Jamboree Baseball Tournament in cooperation with Challenger Baseball at John J. Burns Park, Massapequa on Sunday, September 25, 2022 from 10:00 a.m. to 3:00 p.m. with dates and times subject to change at the discretion of the Commissioner of Parks and/or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Challenger Baseball (IRS section 501C3) is a Little League sanctioned adaptive program that gives physically and mentally challenged children the opportunity to play baseball and enjoy athletics with their peers, friends and family at no cost to athletes or spectators; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised food and beverage may be incorporated into the event and the Department of Parks reserves the right to utilize the current Town Food and Beverage concessionaire(s) (as of the date of the event) and/or reserves the right to select alternate food and beverage provider(s) pursuant to the Town of Oyster Bay procurement policy at an amount not to exceed \$3,000.00 which shall be paid out of Account PKS A 7110 47670 000 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, requested Town Board approval to utilize the services of EKO productions Inc., for DJ and/or audio services as per Town Board resolution No. 691-2021, the cost of which shall not exceed \$1,000.00 and shall be paid out of Account No. PKS A 7110 47670 000 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that event related expenses deemed necessary by the Commissioner of Parks and/or his designee, including but not limited to signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging, shall not exceed \$4,000.00 and shall be paid from Account No. TWN TA 0000 00085 472 0000 through the Town General Services Purchasing Division,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and EKO productions Inc., is hereby authorized to provide the aforementioned DJ and/or audio services at the Challenger Jamboree Baseball Tournament to be held on September 25, 2022 from 10:00 am. to 3:00 p.m. at John J. Burns Park, Massapequa; and it is further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit to be drawn from Account No. PKS A 7110 47670 000 0000 and Account No. TWN TA 0000 00085 472 0000.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
*America Walpe*

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMORANDUM**

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: AUGUST 29, 2022

SUBJECT: TOWN OF OYSTER BAY CHALLENGER JAMBOREE BASEBALL TOURNAMENT

The Department of Parks is requesting Town Board approval to conduct the Town of Oyster Bay Challenger Jamboree Baseball Tournament in cooperation with Challenger Baseball. The Event will take place at John J. Burns Park, Massapequa Sunday, September 25, 2022 from 10:00am - 3:00pm. Dates and times of the event may be changed at the discretion of the Commissioner of Parks or his designee.

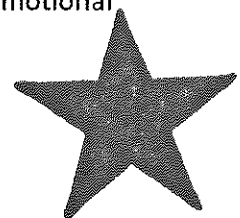
Challenger Baseball (IRS section 501c3) is a Little League sanctioned adaptive program that gives physically and mentally challenged children the opportunity to play baseball and enjoy athletics with their peers, friends and family.

There shall be no fee for participating athletes or spectators.

Food and beverage may be incorporated into the event. The Department of Parks reserves the right to utilize the current Town Food and Beverage concessionaire(s) (as of the date of the event) and/or reserves the right to select alternate food and beverage provider(s) pursuant to the Town of Oyster Bay Procurement policy. The cost for food and beverage shall not exceed \$3,000.00 and shall be paid from Account No. PKS A 7110 47670 000 0000.

The use of DJ and/or audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Inc. per Town Board Resolution No. 691-2021 (attached). The total cost for DJ and /or audio services shall not exceed \$1,000.00. Funds for the fees shall be paid from Account No. PKS A 7110 47670 000 0000.

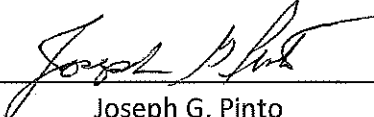
Event related expenses deemed necessary by the Commissioner of Parks or his designee, including but not limited to signage, branded merchandise, trophies, clothing, promotional

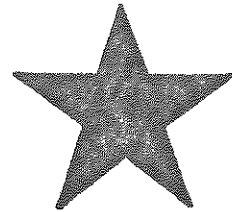




advertising, such as print, radio, television, internet and computerized pre-recorded messaging, shall not exceed \$4,000.00 and shall be paid from Account No. TWN TA 0000 00085 472 0000 through the Town General Services Purchasing Division.

Pursuant to the aforementioned, the Department of Parks recommends Town Board approval.

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner of Parks



JGP: EW

WHEREAS, by Resolution No. 664-2020, adopted on December 8, 2020, the Town Board authorized the Supervisor, or his designee, to execute an agreement with EKO Productions, Incorporated, 360-C Commack Road, Deer Park, New York 11729, to provide professional sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" Concert Series, and various other events, for a period of one (1) year, commencing on January 1, 2021 through December 31, 2021, in an amount not to exceed \$140,000.00, with two (2) one (1) year extension options; and

WHEREAS, Commissioner Fitzgerald by memorandum dated November 15, 2021, requested Town Board authorization to exercise the first of the two (2) one-year extension options, commencing January 1, 2022 through December 31, 2022 for an amount not to exceed \$160,000.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board authorizes the Supervisor, or his designee, to exercise the first one (1) year extension and execute an agreement, negotiated and approved by the Office of the Town Attorney, with EKO Productions, to provide professional sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" Concert Series, and various other events, for a period of one (1) year, commencing on January 1, 2022 through December 31, 2022, in an amount not to exceed \$160,000.00; and be it further

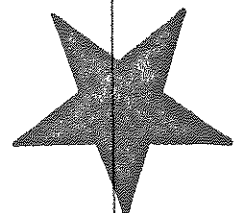
RESOLVED, That the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent



Reviewed By  
Office of Town Attorney  
*Donnica Walpe*

Meeting of September 13, 2022

Resolution No.618-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 29, 2022, requested Town Board authorization for the Department of Parks, to conduct Taste on the Beach, LLC the use of Stehli Beach, Charles E. Ransom Beach and Centre Island Beach to hold a food and wine tasting event on Sunday, October 9, 2022 from 12:00 p.m. to 7:00 p.m., said date and times subject to change at the discretion of the Commissioner of Parks or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum further advised that Taste on the Beach, LLC is a "for profit" organization and shall be charging an admission fee based on event level of participation. Facilities permits for this event shall be issued through the Department of Parks, Permits Division and proper insurance and fees that apply shall be submitted and paid in full accordingly, to the Department of Parks, prior to the event; and

WHEREAS, Commissioner Pinto, by said memorandum further advised that all food and beverage merchants participating in said event shall follow the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health; and

WHEREAS, Commissioner Pinto, by said memorandum further advised that designated parking areas will be provided for Town resident beachgoers at each of the facilities for patrons not participating in the event; and

WHEREAS, Commissioner Pinto, by said memorandum, further requests approval to waive Section 168-22, Alcoholic Beverages, of the Code of the Town of Oyster Bay for the duration of this event; and

WHEREAS, the Office of the Inspector General has reviewed the vendor disclosure questionnaire and is satisfied the Town's Procurement Policy has been satisfied,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Parks is hereby authorized to allow Taste on the Beach, LLC the use of Stehli Beach, Charles E. Ransom Beach and Centre Island Beach to hold a food and wine tasting event on Sunday, October 9, 2022 from 12:00 p.m. to 7:00 p.m., said date and times subject to change at the discretion of the Commissioner of Parks or his designee.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Office of Town Attorney  
Reviewed By  
Dana W. Walsh

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMORANDUM**

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: AUGUST 29, 2022

SUBJECT: TASTE ON THE BEACH EVENT

The Department of Parks is requesting Town Board approval to allow Taste On the Beach, LLC the use of Stehli Beach, Charles E. Ransom Beach and Centre Island Beaches to hold a food and wine tasting event on Sunday, October 9, 2022 from 12:00 pm to 7:00 pm. Dates and times may be changed at the discretion of the Commissioner of Parks, or his designee.

Taste On the Beach LLC is a "for profit" organization and shall be charging an admission fee based on event level of participation. Facilities permits for the event shall be issued to Taste On the Beach LLC through the Department of Parks, Permits Division. Proper insurances and all fees that apply shall be submitted and paid in full accordingly, to the Department of Parks, prior to the event.

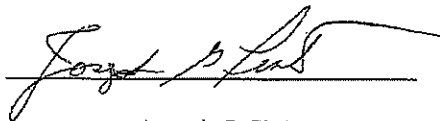
All food and beverage merchants participating in said event shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health

Designated parking areas will be provided for Town resident beachgoers at each of the facilities for patrons not participating in the event.

In furtherance of such event, the Department of Parks requests Town Board approval to waive the section 168-22 Alcoholic Beverages, of the code of the Town of Oyster Bay for the duration of this event.

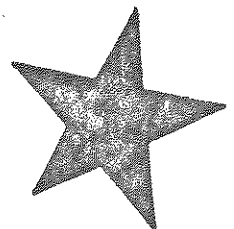
The Town of Oyster Bay Office of the Inspector General has satisfactorily reviewed and approved disclosure questionnaire submitted by Taste On the Beach LLC.

The Department of Parks recommends Town Board approval as set forth above.



Joseph G. Pinto  
Commissioner of Parks

JGP; EW



Reviewed By  
Office of Town Attorney  
*Janet Wallace*

Meeting of September 13, 2022

Resolution No.619-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 26, 2022, requested and recommended that the Town Board authorize refunds of registration fees, less the 5% administrative fee, to the following residents who have children that were unable to participate in the 2022 Town of Oyster Bay Summer Ice Hockey Program as planned:

Name	Address	Total Paid	Less 5% fee	Total Refund
Janice Dalton	210 Park Ave, Hicksville, NY 11801	\$350	Waived (injury)	\$350.00
Jeffrey Heilig	47 West Cliff Drive, Dix Hills, NY 11746	\$300	Waived (injury)	\$300.00
Chris Levey	22 Pennsylvania Ave, Massapequa, NY 11758	\$350	Waived (injury)	\$350.00
Jessica/Richard Sheahan	5 Aron Court, Bethpage, NY 11714	\$350	\$17.50	\$332.50

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized and directed to issue the above listed refunds; and be it further

RESOLVED, That the funds for said payments shall be drawn from Account No. PKS A 0001 02001 510 0000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner - Department of Parks

DATE: August 26, 2022

SUBJECT: 2022 Town of Oyster Bay Summer Ice Hockey Refunds

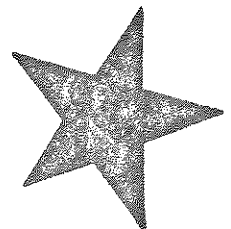
The Department of Parks has received correspondence from the residents listed below notifying us that their child/children will no longer be participating in the 2022 Summer Ice Hockey Program as planned. Our office respectfully requests Town Board approval for the following refunds, less a 5% administrative fee, when applicable:

Name	Address	Total Paid	...less 5% Fee	Total Refund	Vendor #
Janice Dalton	210 Park Avenue, Hicksville, NY 11801	\$350	waived (injury)	\$350.00	
Jeffrey Heilig	47 West Cliff Drive, Dix Hills, NY 11746	\$300	waived (injury)	\$300.00	
Chris Levey	22 Pennsylvania Avenue, Massapequa NY 11758	\$350	waived (injury)	\$350.00	
Jessica/ Richard Sheahan	5 Aron Court, Bethpage, NY 11714	\$350	\$17.50	\$332.50	

The Office of the Comptroller has reviewed all pertinent information relating to these requests and recommends that the Town Board approve these refunds.

Kindly debit the following account: **PKS A 0001 02001 510 0000.**

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER



Meeting of September 13, 2022

Resolution No.620 -2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 29, 2022, requested and recommended Town Board authorization to issue refunds, minus any applicable prorated days attended less the 10 percent administrative fee, to the following residents who have children that did not attend any or all days of the 2022 Town of Oyster Bay Summer Recreation Program as planned:

Name	Address	Park	Children withdrawing /registered	Total Paid	Total to be refunded	Less 10% fee	Total Refund
Marina Aminova	16 Wendell Street Plainview, NY 11803	Plainview-Old Bethpage	2/2	\$1250	\$908.62 (prorated)	\$90.86	\$817.76
Jennifer & Anthony Cusenza	325 N. Wyoming Ave, Massapequa, NY 11758	Marjorie R. Post	1/1	\$675	\$675	Waived	\$675.00
Adrian & Magdalena Draguc	30 Peconic Drive Massapequa, NY 11758	Marjorie R. Post	1/3	\$1825	\$575	\$57.50	\$517.50
Lauren Ianne	333 2 <sup>nd</sup> Avenue Massapequa Park, NY 11762	Marjorie R. Post	1/1	\$675	\$675	\$67.50	\$607.50
Dana Lombardo	230 Park Place Massapequa Park, NY 11762	Marjorie R. Post	1/1	\$675	\$675	\$67.50	\$607.50
Philip McCarthy	8 Waylor Lane Syosset, NY 11791	Syosset-Woodbury	1/1	\$675	\$675	\$67.50	\$607.50
Amy Mear	10 Melody Drive Farmingdale, NY 11735	Marjorie R. Post	1/1	\$675	\$605.16 (prorated)	\$60.52	\$544.64
Fatima Niazi	22 Berry Hill Road, Oyster Bay, NY 11771	Syosset-Woodbury	1/1	\$675	\$675	Waived	\$675.00
Lauren Prendergast	101 Rhode Island Ave, Massapequa, NY 11758	Ellsworth W. Allen	1/1	\$500	\$500	\$50	\$450.00
Dianna Rosmarin	102 E. Shore Dr., Massapequa, NY 11758	Marjorie R. Post	1/1	\$675	\$349.20 (prorated)	waived	\$349.20
Neha Sethi	7 Pound Hollow Road, Glen Head, NY 11545	Harry J. Tappen	1/1	\$500	\$500	\$50	\$450.00

*Reviewed By*  
Office of Town Attorney  
*America Wolfe*

Resolution No.620-2022

Minati Shah	18A Sunnyside Boulevard, Plainview, NY 11803	Plainview- Bethpage	2/2	\$1250	\$1250.00	\$125.00	\$1125.00
Ke Zhang	11 Friendly Lane Jericho, NY 11753	Syosset- Woodbury	2/2	\$1250	\$1250	\$125.00	\$1125.00
Yuan Yuan Zhang	17 Beatrice Ave Syosset, NY 11791	Syosset- Woodbury	2/2	\$1250	\$1250	\$125.00	\$1125.00

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized and directed to issue the above listed refunds; and be it further

RESOLVED, That the funds for said payments shall be drawn from Account No. PKS A 0001 02001 510 0000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



## TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner - Department of Parks

DATE: August 29, 2022

SUBJECT: 2022 Town of Oyster Bay Summer Recreation Program Refunds

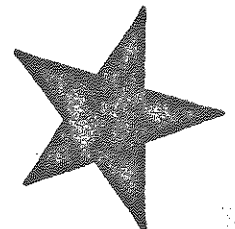
The Department of Parks has received correspondence from the residents listed below notifying us that their child/children will no longer be able to attend the 2022 Summer Recreation Program as planned. Our office respectfully requests Town Board approval for the following refunds, minus any applicable prorated days and less the 10% administrative fee, as per Town Board Resolution 653-2021, dated November 16, 2021:

Name	Address	Park	Children Withdrawing/ Registered	Total Paid	Total to be refunded...	Less 10% Fee	Total Refund	Vendor #
Marina Aminova	16 Wendell Street Plainview, NY 11803	Plainview- Old Bethpage	2/2	\$1250	\$908.62 (prorated)	\$90.86	\$817.76	
Jennifer/Anthony Cusenza	325 N. Wyoming Avenue Massapequa, NY 11758	Marjorie R. Post	1/1	\$675	\$675	waived	\$675.00	
Adrian/Magdalena Draguc	30 Peconic Drive Massapequa, NY 11758	Marjorie R. Post	1/3	\$1825	\$575	\$57.50	\$517.50	
Lauren Ianne	333 2nd Avenue Massapequa Park, NY 11762	Marjorie R. Post	1/1	\$675	\$675	\$67.50	\$607.50	
Dana Lombardo	230 Park Place Massapequa Park, NY 11762	Marjorie R. Post	1/1	\$675	\$675	\$67.50	\$607.50	
Philip McCarthy	8 Waylor Lane Syosset, NY 11791	Syosset- Woodbury	1/1	\$675	\$675	\$67.50	\$607.50	
Amy Mear	10 Melody Drive, Farmingdale, NY 11735	Marjorie R. Post	1/1	\$675	\$605.16 (prorated)	\$60.52	\$544.64	
Fatima Niazi	22 Berry Hill Road Oyster Bay, NY 11771	Syosset- Woodbury	1/1	\$675	\$675	waived	\$675.00	
Lauren Prendergast	101 Rhode Island Avenue Massapequa, NY 11758	Ellsworth W. Allen	1/1	\$500	\$500	\$50	\$450.00	
Dianna Rosmarin	102 E Shore Drive Massapequa, NY 11758	Marjorie R. Post	1/1	\$675	\$349.20 (prorated)	waived	\$349.20	
Neha Sethi	7 Pound Hollow Road Glen Head, NY 11545	Harry J Tappen	1/1	\$500	\$500	\$50	\$450.00	
Minati Shah	18A Sunnyside Boulevard Plainview, NY 11803	Plainview- Old Bethpage	2/2	\$1250	\$1250	\$125.00	\$1125.00	
Ke Zhang	11 Friendly Lane Jericho, NY 11753	Syosset- Woodbury	2/2	\$1250	\$1250	\$125.00	\$1125.00	
Yuan Yuan Zhang	17 Beatrice Avenue Syosset, NY 11791	Syosset- Woodbury	2/2	\$1250	\$1250	\$125.00	\$1125.00	

The Office of the Comptroller has reviewed all pertinent information relating to these requests and recommends that the Town Board approve these refunds.

Kindly debit the following account: **PKS A 0001 02001 510 0000.**

  
Joseph G. Pinto  
COMMISSIONER



Meeting of September 13, 2022

Resolution No. 621-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 24, 2022, requested Town Board authorization to issue a refund in the amount of \$500.00 to Iliana Torres, 157 4<sup>th</sup> Street, Hicksville, NY 11801 to reimburse her for fees paid for her son to attend the 2022 Town of Oyster Bay Bay Summer Recreation Program at Theodore Roosevelt Memorial Park, which she had to cancel due to medical reasons; and

WHEREAS, Ms. Torres is eligible for a full refund of the \$500.00 registration fee with the administrative fee waived as the cancellation was due to an illness,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$500.00, to Iliana Torres; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02001 510 0000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

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PPS  
Reviewed By  
Office of Town Attorney  
America Walsh

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

621

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

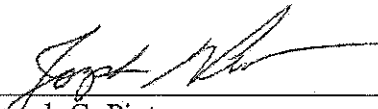
DATE: August 24, 2022

SUBJECT: Iliana Torres Refund – Summer Recreation Program at Theodore Roosevelt Memorial Park

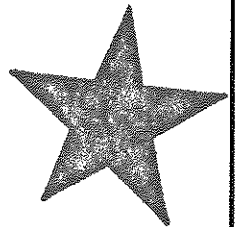
The Department of Parks respectfully requests Town Board approval for a refund to be issued to Iliana Torres, 157 4<sup>th</sup> Street, Hicksville, NY 11801, for fees paid for her son to attend the Town of Oyster Bay's Summer Recreation at Theodore Roosevelt Memorial Park which she had to cancel due to medical reasons. Ms. Torres is eligible to receive a full refund of \$500.00 (Five Hundred and 00/100 Dollars), with the administrative fee waived.

The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund.

Kindly debit the following account: PKS A 0001 02001 510 0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER

JGP/sc



Meeting of September 13, 2022

Resolution No.622-2022

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated August 22, 2022, recommended that the Town Board authorize payment of a refund in the amount of \$270.00 to Michael Sciacchitano, 141 East Drive, Massapequa, NY 11758 for the fee paid for Building Permit Number R22002348, dated June 8, 2022, for a new sixteen (16) linear foot fence at 141 East Drive, Massapequa, NY 11758 which was erroneously tripled, at a charge of \$405.00 rather than \$135.00, as if the structure was existing,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund in the amount of \$270.00 to Michael Sciacchitano, 141 East Drive, Massapequa, NY 11758, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PAD B 0001 02555 000 0000.

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*WPS*  
Reviewed By  
Office of Town Attorney  
*America Warfe*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

622

**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

August 22, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

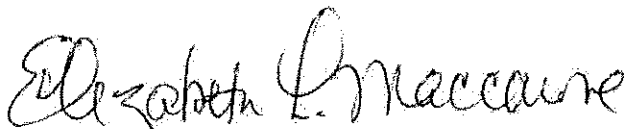
**SUBJECT:** RESIDENT REFUND – MICHAEL SCIACCHITANO

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Pursuant to the Code of the Town of Oyster Bay, this Department issued Building Permit Number R22002348, dated June 8, 2022, for sixteen (16) linear feet of fencing at 141 East Drive, Massapequa, New York 11758. The final Building Permit fee charged was \$405.00. This final Building Permit fee included a tripling of the fee as if the structures were existing. The Building Permit fee to install a new fence has been corrected to \$135.00.

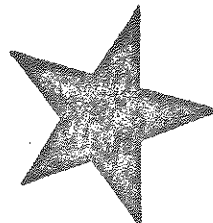
Therefore, in light of the aforementioned facts, a two hundred seventy (\$270.00) refund for the tripling of fees on Building Permit Number R22002348 should be refunded to Mr. Michael Sciacchitano, 141 East Drive, Massapequa, New York 11758 under account number PAD B 0001 02555 000 0000.

The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Town Board approval of the aforementioned refund is requested.



ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:km



Meeting of September 13, 2022

Resolution No.623-2022

WHEREAS, Robert Darienzo, Director of Finance, by memorandum dated August 29, 2022, requested that the Town Board authorize the Comptroller to make the following payment for expenses incurred in connection with the issuance of serial bonds and Bond Anticipation Notes:

SourceMedia/Bond Buyer/Arizent (Advertising) PO Box 74008864 Chicago, IL 60674-8864	\$1,160.00
S&P Global Ratings (Rating Fee) 2542 Collection Center Drive Chicago, IL 60693	\$34,112.00
Moody's Investors Service – Rating Fee P.O. Box 102597 Atlanta, GA 30368-0597	\$53,000.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Comptroller is hereby authorized and directed to make payment in the amounts set forth hereinabove to SourceMedia/Bond Buyer/Arizent, S&P Global Ratings and Moody's Investors Service for the abovementioned expenses incurred in connection with the issuance of serial bonds and Bond Anticipation Notes, upon submission of duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment shall be drawn from various capital accounts object .29999, Bonding and Finance.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
*Elizabeth A. Langdon*

Town of Oyster Bay  
**Inter-Departmental Memo**

August 29, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 BAN/Bond Sale Expenses

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The Town recently successfully awarded \$54,485,000 in serial bonds and \$66,640,000 in Bond Anticipation Notes.

In connection with the issuance there are certain costs that are incurred and permission is hereby requested of the Town Board to enable the Town Comptroller to pay the following:

SourceMedia/Bond Buyer/Arizent – Advertising \$ 1,160.00  
P.O. Box 74008864  
Chicago, Illinois 60674-8864

S&P Global Ratings – Rating Fee \$ 34,112.00  
2542 Collection Center Drive  
Chicago, IL 60693

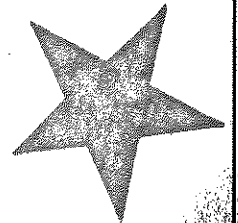
Moody's Investors Service – Rating Fee \$ 53,000.00  
P.O. Box 102597  
Atlanta, GA 30368-0597

Funds are available in various capital accounts object .29999; Bonding & Finance.

Thank you.



Rob Darienzo  
Director of Finance



Meeting of September 13, 2022

Resolution No.624-2022

WHEREAS, James McCaffrey, Chairman, Town of Oyster Bay Housing Authority, by letter dated August 12, 2022, recommended that the Town Board re-appoint Frank DeStefano to the Board of Commissioners of the Town of Oyster Bay Housing Authority, for a five (5) year term commencing on September 1, 2022, and expiring on August 31, 2027,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and Frank DeStefano is hereby re-appointed to the Board of Commissioners of the Town of Oyster Bay Housing Authority, for a five (5) year term commencing on September 1, 2022, *nunc pro tunc*, and expiring on August 31, 2027.

-#-

7/15  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Tangherlini

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



**TOWN OF OYSTER BAY**  
**Inter-Office Memorandum**

August 29, 2022

TO: MEMORANDUM DOCKET

FROM: Sheila Tarnowski, Legislative Affairs  
THRU: Office of the Town Attorney

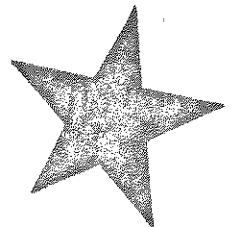
SUBJECT: Town of Oyster Bay Housing Authority

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Attached is a copy of a letter dated August 12, 2022 from James McCaffrey, Chairman, Town of Oyster Bay Housing Authority, recommending the reappointment of Frank DeStefano as a Commissioner of the Town of Oyster Bay Housing Authority, for a term commencing September 1, 2022 through August 31, 2027.

FRANK M. SCALERA  
TOWN ATTORNEY

*Sheila Tarnowski*  
Sheila Tarnowski  
Legislative Affairs





## TOWN OF OYSTER BAY HOUSING AUTHORITY

115 Central Park Road  
Plainview, N. Y. 11803

**CHAIRMAN**

**James McCaffrey**

**VICE-CHAIRMAN**

**Frank DeStefano**

**SECRETARY**

**Joan Flaumenbaum**

**MEMBERS**

**Peter Morra**

**Rev. Dr. Walter V. Hillebrand**

**COUNSEL**

**Gregory W. Carman Jr.**

(516) 349-1000

**Jesse H. Harmon, Shepherd Hill Apartments**  
Dedicated 5/1/82

**James E. Picken**  
Executive Director

August 12, 2022

Supervisor Joseph Saladino  
Honorable Members of the Oyster Bay Town Board  
Oyster Bay Town Hall  
54 Audrey Avenue  
Oyster Bay, NY 11771

Dear Supervisor Saladino and Town Board Members,

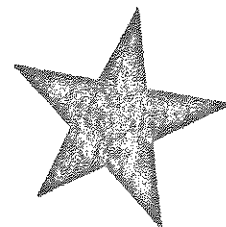
At the Town of Oyster Bay Housing Authority meeting held on June 15, 2022, I hereby nominated Frank DeStefano, to succeed himself as Commissioner of the Town of Oyster Bay Housing Authority. Upon the nomination, the Board of Commissioners unanimously voted for Frank DeStefano to be reappointed for a five (5) year term which commences on September 1, 2022 and expires August 31, 2027.

On behalf of the Board of Commissioners of the Town of Oyster Bay Housing Authority, I hereby recommend that Frank DeStefano be reappointed by the Town of Oyster Bay Town Board as a Commissioner of the Town of Oyster Bay Housing Authority for a five (5) year term which commences September 1, 2022 and expires August 31, 2027.

Thank you for your kind attention in this matter.

Yours truly,

  
**James McCaffrey**  
Chairman



Meeting of September 13, 2022

Resolution No.625-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 9, 2022, authorized the Highway Department to clean up the premises located at 100 Ira Road, Syosset, New York 11791, also known as Section 15, Block 105, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 21 2022, in the total amount of \$1,291.03, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,291.03 may be assessed by the Legislature of the County of Nassau against the parcel known as 100 Ira Road, Syosset, New York 11791, also known as Section 15, Block 105, Lot 18 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
Ralph P. Healey

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
100 Ira Road, Syosset, New York 11791  
Section 15, Block 105, Lot 18

---

The Department of Planning and Development, by memorandum dated June 9, 2022, directed the Highway Department to clean the premises located at 100 Ira Road, Syosset, New York 11791, also known as Section 15, Block 105, Lot 18 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 27, 2022, advised that the property was cleaned by a crew from the Highway Department on June 21, 2022. The cost incurred by the Town of Oyster Bay was \$1,291.03.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

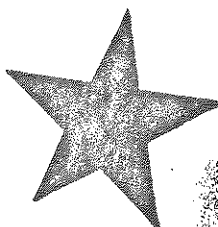
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8679

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

June 9, 2022

**To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 100 Ira Road, Syosset, New York 11791**  
**SBL: 15-105-18**

---

Notice of Violation number 07927 was issued to the owner of the above-referenced premises on 05/31/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut and trim lawn and bushes on premises.

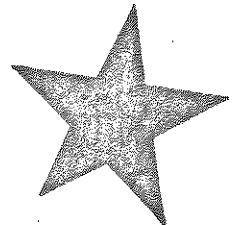
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME: ml

cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

June 9, 2022

Yida Tang  
6 Briar Lane  
Jericho, NY 11753

RE: PREMISES: 100 Ira Road, Syosset, New York 11791  
SECTION 15 BLOCK 105 LOT 18

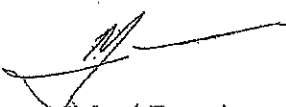
Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

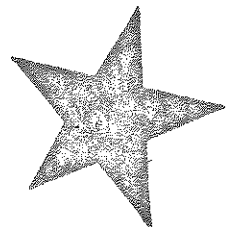
Please be advised that Notice of Violation Number 07927 (copy attached) has been served on 05/31/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

BLM:MB: ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 29, 2022

**SUBJECT:** 100 IRA ROAD, SYOSSET, NEW YORK 11791  
SECTION 13, BLOCK 115, LOT(S) 10

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,291.03

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,291.03 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

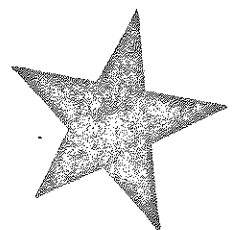
Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

*Elizabeth L. MacCarone*

ELIZABETH L. MACCARONE  
COMMISSIONER

REC'D TOWN ATTORNEY  
22 JUN 30 AM 11:31

ME:ml  
Encls.



THIS INDENTURE, made the 15 day of September, in the year 2014,

BETWEEN

[REDACTED]  
residing at 100 Ira Road Syosset New York, 11791  
party of the first part, and

YIDA TANG  
residing at 6 Briar Lane Jericho, New York 11753  
party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars  
paid by the party of the second part, does hereby grant and release unto the party of the second part,  
the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected,  
situate, lying and being in the

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF

SAID PREMISES being more commonly known as 100 IRA ROAD SYOSSET, NEW YORK 11791

Dist.: Sec.: 15 Block: 105 Lot: 18

BEING and INTENDED to be the same premises conveyed by deed recorded 11-8-07 in Liber 12336  
Page 573 in the Nassau County Clerk's office and corrected by correction deed recorded 02-26-08 in  
Liber 12370 Page 186 in the Nassau County Clerks office.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and  
roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to  
said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second  
part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything  
whereby the said premises have been encumbered in any way whatever, except as aforesaid.  
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party  
of the first part will receive the consideration for this conveyance and will hold the right to receive such  
consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement  
and will apply the same first to the payment of the cost of the improvement before using any part of the  
total of the same for any other purpose. The word "party" shall be construed as if it read "parties"  
whenever the sense of this indenture so requires.

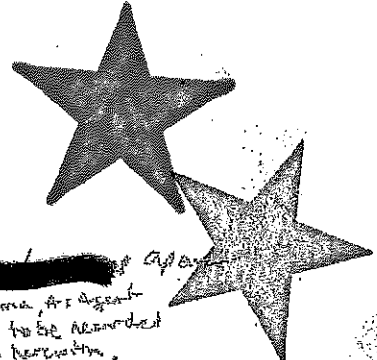
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first  
above written.

Witness: [Signature]

S: 15  
B: 105  
L: 18

[REDACTED]

[REDACTED]  
By [Signature] Attorney at Law  
By [Signature] Attorney at Law





**Town of Oyster Bay  
Inter- Departmental Memo**

June 27, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT:** 100 IRA ROAD, SYOSSET  
CLEAN-UP

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Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

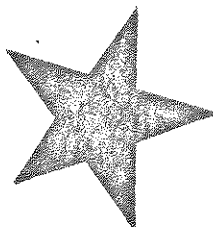
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,291.03.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (15-105-18) 100 IRA RD SYOSSET 11791

Date Jun 21, 2022

Work Order # 94822

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$37.25	00:00	0	\$37.26
GREGORY MARCHESE	General Maintenance	01:00	\$52.16	00:00	0	\$52.16
VINCENT PADAVANO	General Maintenance	01:00	\$53.61	00:00	0	\$53.61
THOMAS CORBETT	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
JOHN MURRAY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00

Total Labor \$173.03

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU470	2020 FORD F 350 YW PICK UP	\$79.00	01:00	\$79.00
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	01:00	\$105.00

Total Equipment \$368.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00

Total Materials \$750.00

**Grand Total \$1291.03**

### Description of Work:

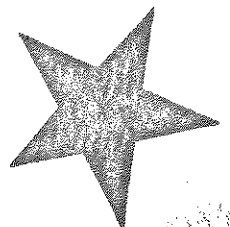
CLEAN UP 100 IRA ROAD SYOSSET

Signature: \_\_\_\_\_

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 24, 2022



Meeting of September 13, 2022

Resolution No.626-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 13, 2022, authorized the Highway Department to clean up the premises located at 64 Ketcham Avenue, Hicksville, New York 11801, also known as Section 12, Block 309, Lot 3 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 15, 2022, in the total amount of \$2,364.67, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,364.67 may be assessed by the Legislature of the County of Nassau against the parcel known as 64 Ketcham Avenue, Hicksville, New York 11801, also known as Section 12, Block 309, Lot 3 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

626

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
64 Ketcham Avenue, Hicksville, New York 11801  
Section 12, Block 309, Lot 3

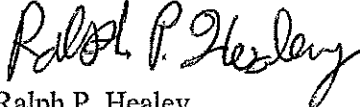
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The Department of Planning and Development, by memorandum dated June 13, 2022, directed the Highway Department to clean the premises located at 64 Ketcham Avenue, Hicksville, New York 11801, also known as Section 12, Block 309, Lot 3 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 23, 2022, advised that the property was cleaned by a crew from the Highway Department on June 15, 2022. The cost incurred by the Town of Oyster Bay was \$2,364.67.

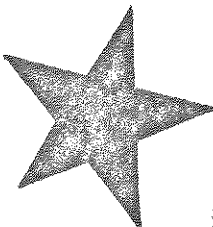
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8680

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**June 13, 2022**

**To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 64 Ketcham Avenue, Hicksville, New York 11801**  
**SBL: 12-309-3**

---

Notice of Violation number 07960 was issued to the owner of the above-referenced premises on 06/06/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

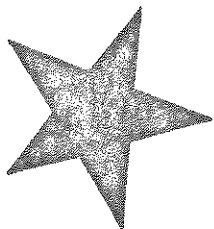
- Cut lawn and vegetation on premises including utility strip.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME: ml  
cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall – 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

June 13, 2022

Ketcham Holding Corp.  
127-02 135<sup>th</sup> Avenue  
S. Ozone Park, NY 11420

RE: PREMISES: 64 Ketcham Avenue, Hicksville, NY 11801  
SECTION 12 BLOCK 309 LOT 3

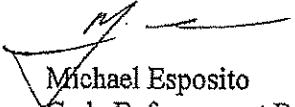
Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

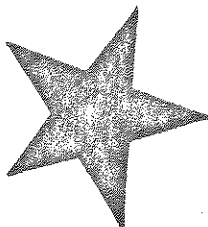
Please be advised that Notice of Violation 07960 (copy attached) has been served on 06/06/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME: ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 29, 2022

**SUBJECT:** 64 KETCHAM AVENUE, HICKSVILLE, NEW YORK 11801  
SECTION 12, BLOCK 309, LOT(S) 3

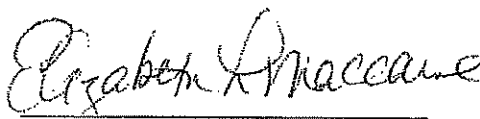
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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 2,364.67

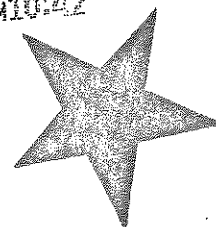
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 2,364.67 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ME:ml  
Encls.

REC'D TOWN ATTORNEY  
22 JUL 1 AM 10:42



THIS INDENTURE, made the 17 day of April, in the year 2021.

BETWEEN AGA REAL ESTATE GROUP, INC. a domestic New York corporation with offices at 1 Liszt Street, Hicksville, New York 11801, party of the first part, and

PK KETCHAM HOLDING CORP., a domestic New York corporation with offices at 127-02 135 Avenue, South Ozone Park, New York 11420, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten (\$10.00) dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau, and State of New York, shown and designated on a certain map entitled "Plan of the Village Lots, near Hicksville, containing 40 acres, bought of John Ketcham and Willets Robins by Forgie and Shields, drawn for Messrs. Forgie and Shields, August 10, 1852 by Sylvanus Titus, Surveyor" and filed in the Office of the Clerk of the County of Queens on March 28, 1855 under file No. 459, Nassau County No. 95, which said lot according to said map is more particularly bounded and described as follows:

BEING at a point on the northerly side of Ketcham Road distant 100 feet westerly from the corner formed by the intersection of the northerly side of Ketcham Road with the westerly side of Cold Spring Road;

RUNNING THENCE along the northerly side of Ketcham Road North 85 degrees 59 minutes 12 seconds West 50 feet;

THENCE North 3 degrees 46 minutes 00 seconds East 100.78 feet;

5 THENCE South 86 degrees 09 minutes 42 seconds East 50 feet;

12 THENCE South 3 degrees 46 minutes 00 seconds West 100.93 feet to the northerly side of Ketcham Road at the point or place of BEGINNING.

B Said premises being known as and by street address: 64 Ketcham Avenue, Hicksville, New York.

309 L Being the same premises conveyed to the Grantor by deed from Vincent Paul Bartilucci and Graceann Bartilucci as Successor Trustees of the Grace Bartilucci Living Trust, dated 02/05/2021, recorded 03/19/2021 in Liber 14054, Page 955 in Nassau County Clerk's Office.

3 TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

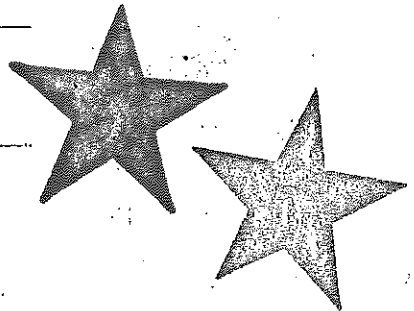
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written

AGA REAL ESTATE GROUP, INC.

By: 

President





**Town of Oyster Bay  
Inter- Departmental Memo**

June 23, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

**SUBJECT:** 64 KETCHAM AVENUE, HICKSVILLE  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,364.67.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

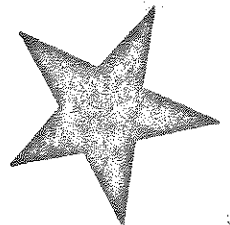


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**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-309-3) 64 KETCHAM AVE HICKSVILLE 11801

Date Jun 15, 2022

Work Order # 94891

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
VINCENT PADAVANO	General Maintenance	02:00	\$53.61	00:00	0	\$107.22
SEAN MCLAUGHLIN	General Maintenance	02:00	\$28.61	00:00	0	\$57.22
THOMAS CORBETT	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
JAMES KOZIKOWSKI	General Maintenance	02:00	\$32.21	00:00	0	\$64.42
JOHN MURRAY	General Maintenance	02:00	\$15.00	00:00	0	\$30.00

Total Labor \$288.86

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	02:00	\$158.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	02:00	\$210.00
TD749	2019 INTER 7300 6 WHEELER YW	\$131.00	02:00	\$262.00
TD757	10 WHEEL DUMP 2020 INTL HV607 YW	\$93.00	02:00	\$186.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	02:00	\$210.00
TR204	TRAILER 2017 FELLI FT30 BL	\$105.00	02:00	\$210.00

Total Equipment \$1236.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	1.01	\$89.81

Total Materials \$839.81

**Grand Total \$2364.67**

### Description of Work:

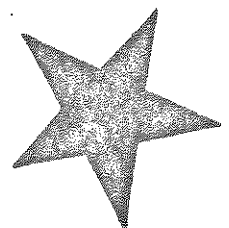
CLEAN UP 64 KETCHAM AVENUE HICKSVILLE

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 21, 2022



Meeting of September 13, 2022

Resolution No.627-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 9, 2022, authorized the Highway Department to clean up the premises located at 15 Reading Lane, Bethpage, New York 11714, also known as Section 49, Block 202, Lot 10 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 16, 2022, in the total amount of \$1,204.58, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,204.58 may be assessed by the Legislature of the County of Nassau against the parcel known as 15 Reading Lane, Bethpage, New York 11714, also known as Section 49, Block 202, Lot 10 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

627

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
15 Reading Lane, Bethpage, New York 11714  
Section 49, Block 202, Lot 10

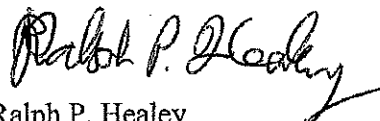
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The Department of Planning and Development, by memorandum dated June 9, 2022, directed the Highway Department to clean the premises located at 15 Reading Lane, Bethpage, New York 11714, also known as Section 49, Block 202, Lot 10 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 27, 2022, advised that the property was cleaned by a crew from the Highway Department on June 16, 2022. The cost incurred by the Town of Oyster Bay was \$1,204.58.

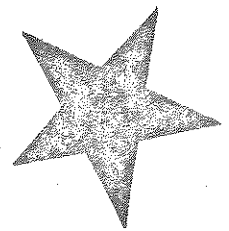
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8675

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**June 9, 2022**

**To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 15 Reading Lane, Bethpage, New York 11714**  
**SBL: 49-202-10**

---

Notice of Violation number 07828 was issued to the owner of the above-referenced premises on 06/02/22 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

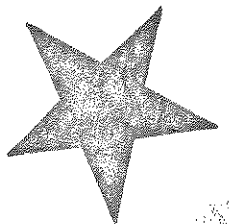
- Cut and trim lawn and vegetation on premises.

Pursuant to the provisions of Chapter 135, Section 54 (C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME: ml  
cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

June 9, 2022

Peter Mangino  
15 Reading Lane  
Bethpage, NY 11714

RE: PREMISES: 15 Reading Lane, Bethpage, NY 11714  
SECTION 49 BLOCK 202 LOT 10

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown vegetation on the property.

Please be advised that Notice of Violation Number 07828 (copy attached) has been served on 06/02/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

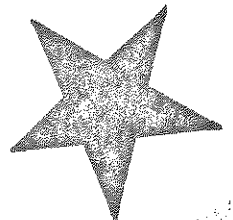
Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure



196

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO: FRANK M. SCALERA, TOWN ATTORNEY**

**FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**DATE: JUNE 29, 2022**

**SUBJECT: 15 READING LANE, BETHPAGE, NEW YORK 11714  
SECTION 49, BLOCK 202, LOT(S) 10**

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,204.58

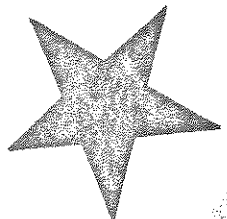
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,204.58 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

REC'D TOWN ATTORNEY  
'22 JUN 30 AM 11:31

ME:ml  
Encls.



THIS INDENTURE, made the 30<sup>th</sup> day of October 2007 and  
BETWEEN

[REDACTED] residing at 15 Reading Lane, Bethpage, New  
York 11714

party of the first part, and

Lisa Mangino and Peter Mangino, as Husband and Wife, residing at North  
Bay Avenue, Massapequa, New York

party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party  
of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of  
the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

A Plainedge, Town of Oyster Bay, County of Nassau and State of New York, known as  
and by Lot 10 in Block 202 as shown and designated on a certain map entitled, "Map of  
Argo Acres Section No. 1, situated at Plainedge, Town of Oyster Bay, Nassau County,  
New York, owned by Thrifty Homes, Inc., 1 Elmont Road, Elmont, New York surveyed by  
Teas and Stainbreiner C.E. & S., June 20, 1956" and filed in the Office of the Clerk  
of the County of Nassau on August 31, 1956 under file No. 5057, which said lot,  
according to said map is bounded and described as follows:

BEGINNING at a point on the northerly side of Reading Lane, distant 82.17 feet westerly  
from the extreme westerly end of the arc connecting the westerly side of Kevin Lane with  
the northerly side of Reading Lane; running thence along the northerly side of Reading  
Lane north 82 degrees 44 minutes 34 seconds west 60 feet; thence north 7 degrees 15  
minutes 26 seconds east 99.43 feet; thence north 83 degrees 28 minutes 51 seconds east  
61.78 feet; thence south 7 degrees 15 minutes 26 seconds west 114.19 feet to the  
northerly side of Reading Lane at the point or place of BEGINNING.

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-  
described premises; in the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first  
part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises  
have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 15 of the Lien Law, covenants that the party first part will receive the  
consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the payment  
of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any  
part of the total of the same for any other purpose.

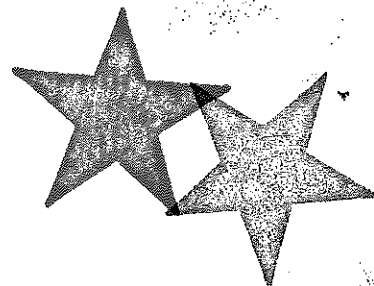
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

[Signature]

[REDACTED]



Sec  
49

Blk  
202

Lot  
10



**Town of Oyster Bay  
Inter- Departmental Memo**

June 27, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

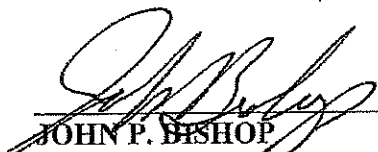
**SUBJECT: 15 READING LANE, BETHPAGE  
CLEAN-UP**

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

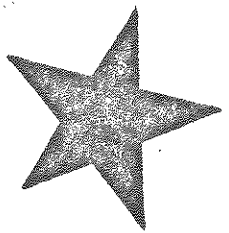
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,204.58.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-202-10) 15 READING LA BETHPAGE 11714

Date Jun 16, 2022

Work Order # 94821

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MARTIN LANG	General Maintenance	01:00	\$53.37	00:00	0	\$53.37
ROBERT PALACIOS	General Maintenance	01:00	\$27.88	00:00	0	\$27.88
NICOLAS CAMMARANO	General Maintenance	01:00	\$28.61	00:00	0	\$28.61
STEVEN KELLY	General Maintenance	01:00	\$25.72	00:00	0	\$25.72
ROBERT F SPERO	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
NICHOLAS M ABATEMARC	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$165.58

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU473	2020 F250 FORD PICK UP YELLOW	\$79.00	01:00	\$79.00
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:00	\$105.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
Total Equipment				\$289.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1204.58**

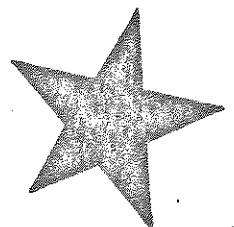
Description of Work:  
15 READING LANE BETHPAGE

Signature: \_\_\_\_\_

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 23, 2022



Meeting of September 13, 2022

Resolution No.628-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 17, 2022, authorized the Highway Department to clean up the premises located at 21 Johnston Street, Locust Valley, New York 11560, also known as Section 29, Block 36, Lot 213 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 20, 2022, in the total amount of \$1,130.57, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,130.57 may be assessed by the Legislature of the County of Nassau against the parcel known as 21 Johnston Street, Locust Valley, New York 11560, also known as Section 29, Block 36, Lot 213 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

628

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
21 Johnston Street, Locust Valley, New York 11560  
Section 29, Block 36, Lot 213

---

The Department of Planning and Development, by memorandum dated May 17, 2022, directed the Highway Department to clean the premises located at 21 Johnston Street, Locust Valley, New York 11560, also known as Section 29, Block 36, Lot 213 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 3, 2022, advised that the property was cleaned by a crew from the Highway Department on May 20, 2022. The cost incurred by the Town of Oyster Bay was \$1,130.57.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

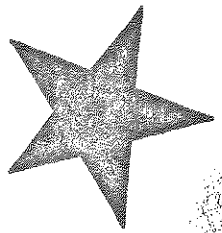
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8652

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

May 17, 2022

**To:** JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
**From:** MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
**Through:** ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 21 Johnston Street, Locust Valley, New York 11560  
SBL: 29-36-213

---

Notice of Violation number 07711 was issued to the owner of the above-referenced premises on 05/11/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

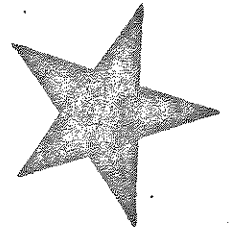
- Cut and trim lawn and vegetation on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME:ml  
cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCaffrey  
DEPUTY COMMISSIONER

May 17, 2022

Federal Home Loan Mortgage Corp.  
8200 Jones Branch Drive  
McLean, VA 22102


RE: PREMISES: 21 Johnston Street, Locust Valley, NY 11560  
SECTION 29 BLOCK 36 LOT 213

Dear Property Owner:

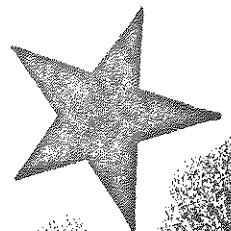
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation number 07711 (copy attached) has been served on 05/11/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

RLM:ME:ml  
Enclosure



76

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 8, 2022

**SUBJECT:** 21 JOHNSTON STREET, LOCUST VALLEY, NEW YORK 11560  
SECTION 29, BLOCK 36, LOT(S) 213

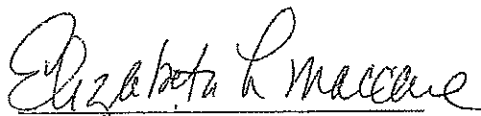
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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

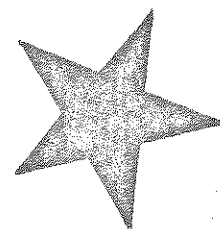
1) T.O.B. Highway Department Clean-Up Costs: \$ 1,130.57

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,130.57 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



REFEREE'S DEED IN FORECLOSURE

This Deed, made December 17, 2019, between

[REDACTED] by Ralph Madalena, Esq., as referee  
21 Johnston Street, Locust Valley, NY 11560

grantor

duly appointed in the action hereinafter mentioned, grantor and

Federal Home Loan Mortgage Corporation  
8200 Jones Branch Drive, McLean, VA 22102

grantee

WITNESSETH, that the grantor, the referee appointed in an action between:

WELLS FARGO BANK, N.A.

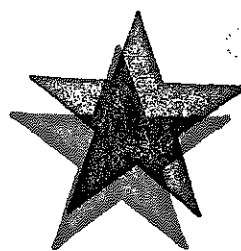
vs.

[REDACTED]

foreclosing a mortgage recorded on February 13, 2007 in the Office of the Clerk of the County of Nassau in Liber 31542 of Mortgages at page 847 ("Mortgage"). Said Mortgage was assigned by an Assignment of Mortgage executed on February 16, 2009 and recorded in the Office of the Clerk of the County of Nassau on March 6, 2009 in Liber 33521 at page 71. Said Mortgage was further assigned by an Assignment of Mortgage executed on November 7, 2013 and recorded in the Office of the Clerk of the County of Nassau on February 19, 2014 in Liber 39519 at page 686; in pursuance of a judgment entered on January 22, 2019, and in consideration of \$435,000.00 paid by the grantee, being the highest sum bid at the sale under said judgment does hereby grant and convey unto the grantee as described in schedule A attached hereto.

Tax Account Number: 29-36-213  
Tax Mailing Address: Federal Home Loan Mortgage Corporation  
8200 Jones Branch Drive  
McLean, VA 22102

(7850655:2) REFEREE'S DEED IN FORECLOSURE  
21 Johnston Street, Locust Valley, NY 11560  
20152340





TO HAVE AND TO HOLD the premises herein granted unto the grantee and assigns forever.

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

IN PRESENCE OF

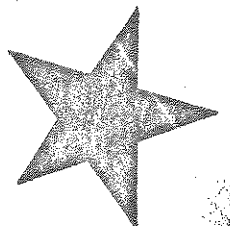
BY: Ralph Madalena  
Ralph Madalena, Esq., Referee

STATE OF NEW YORK )  
COUNTY OF NASSAU )

On the 31<sup>ST</sup> day of JANUARY in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Madalena, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Francesca M. Capitano  
Notary Public

FRANCESCA M. CAPITANO  
Notary Public, State of New York  
No. 30-4086882 02/17/2023  
Qualified in Nassau County  
Commission Expires Mar. 16, 192023



**Town of Oyster Bay  
Inter- Departmental Memo**

June 3, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

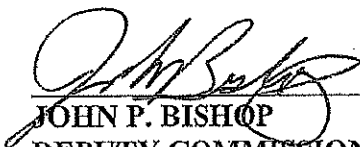
**SUBJECT:** 21 JOHNSTON STREET, LOCUST VALLEY  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,130.57.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

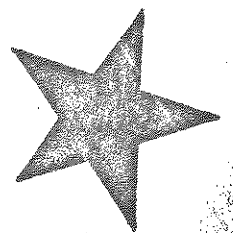


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**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (29-36-213) 21 JOHNSTON ST LOCUST VALLEY 11560

Date May 20, 2022

Work Order # 94104

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
KEVIN FREIBERG	General Maintenance	01:30	\$39.66	00:00	0	\$59.49
DORIAN COVEN	General Maintenance	01:30	\$30.05	00:00	0	\$45.08
Total Labor						\$104.57

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU454	PICK UP TRUCK 2019 FORD F350 YW	\$79.00	01:30	\$118.50
TD737	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T-155)	\$105.00	01:30	\$157.50
Total Equipment				\$276.00


### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1130.57**

Description of Work:

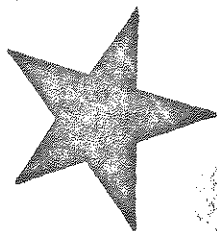
CLEAN UP 21 JOHNSTON STREET LV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 1, 2022



Meeting of September 13, 2022

Resolution No.629-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 8, 2022, authorized the Highway Department to clean up the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 16, 2022, in the total amount of \$1,204.58, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,204.58 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

11/1/22  
Reviewed By  
Office of Town Attorney  
Ralph P. Healey

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
28 High Street, Farmingdale, New York 11735  
Section 49, Block 21, Lot 142


---

The Department of Planning and Development, by memorandum dated June 8, 2022, directed the Highway Department to clean the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 27, 2022, advised that the property was cleaned by a crew from the Highway Department on June 16, 2022. The cost incurred by the Town of Oyster Bay was \$1,204.58.

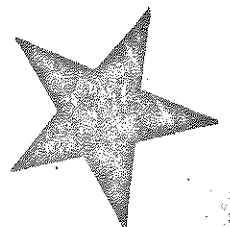
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

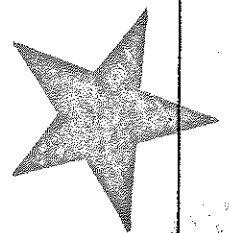


*WPH*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 8, 2022, authorized the Highway Department to clean up the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 16, 2022, in the total amount of \$1,204.58, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,204.58 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.



2022-8682

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 8, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 28 High Street, Farmingdale, New York 11735  
SBL; 49-21-142

Notice of Violation number 07829 was issued to the owner of the above-referenced premises on 06/02/22 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut lawn and vegetation on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

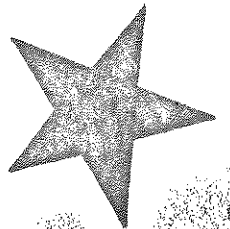
ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

Elm:ME:ml

cc: Frank Scalera, Town Attorney

cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCARTREY  
DEPUTY COMMISSIONER

June 8, 2022

Andrew Koppie  
28 High Street  
Farmingdale, New York 11735

RE: PREMISES: 28 High Street, Farmingdale, NY 11735  
SECTION 49 BLOCK 21 LOT 142

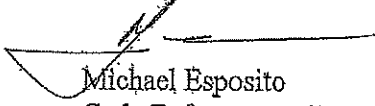
Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation 07829 (copy attached) has been served on 06/02/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

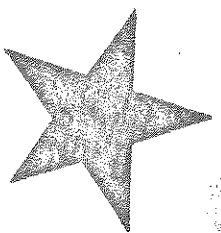
Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml

Enclosure

cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law





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**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 29, 2022

**SUBJECT:** 28 HIGH STREET, FARMINGDALE, NEW YORK 11735  
SECTION 49, BLOCK 21, LOT(S) 142

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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,204.58

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,204.58 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

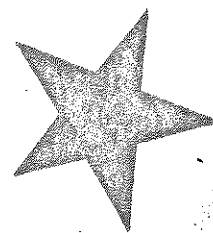
  
ELIZABETH L. MACCARONE  
COMMISSIONER

ME:ml

Encls.

Cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law

REC'D TOWN ATTORNEY  
22 JUL 1 AM 10:42



THIS INDENTURE, made the  
BETWEEN

17<sup>th</sup> day of December

in the year 2004

as to an undivided one-half interest, residing at 28  
High Street, Farmingdale, New York 11735

party of the first part, and

Andrew Koppie, residing at 26 Bernard Street, Farmingdale, New York 11735

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the  
See Schedule A attached hereto and made a part hereof.

BEING AND INTENDED TO BE, the same premises conveyed by deed from Ateeq Rahman and Humera Rahman to Humera Rahman and Ghoureem Rahman dated 12/4/97 and recorded on 1/12/98 in Liber 10866 Page 0092 in the Nassau County Clerk's Office.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

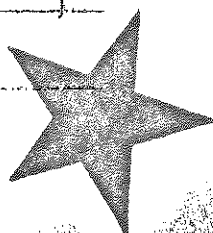
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

by Ateeq Rahman  
attorney in fact  
by Ateeq Rahman  
attorney in fact



Sec: 49

Blk: 21

Lot: 142

**Town of Oyster Bay  
Inter- Departmental Memo**

June 27, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT:** 28 HIGH STREET, FARMINGDALE  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

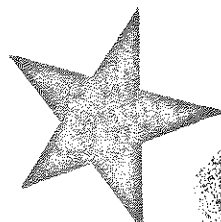
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,204.58.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-21-142) 28 HIGH ST FARMINGDALE 11735

Date Jun 16, 2022

Work Order # 94768

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MARTIN LANG	General Maintenance	01:00	\$53.37	00:00	0	\$53.37
ROBERT PALACIOS	General Maintenance	01:00	\$27.88	00:00	0	\$27.88
NICOLAS CAMMARANO	General Maintenance	01:00	\$28.61	00:00	0	\$28.61
STEVEN KELLY	General Maintenance	01:00	\$25.72	00:00	0	\$25.72
ROBERT F SPERO	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
NICHOLAS M ABATEMARC	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$165.58

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU473	2020 F250 FORD PICK UP YELLOW	\$79.00	01:00	\$79.00
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:00	\$105.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
Total Equipment				\$289.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1204.58**

### Description of Work:

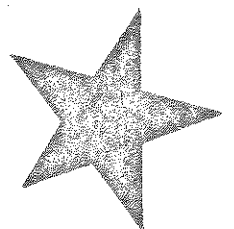
CLEAN UP 28 HIGH STREET FARMINGDALE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 23, 2022



Meeting of September 13, 2022

Resolution No.630-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 20, 2022, authorized the Highway Department to clean up the premises located at 32 Juneau Boulevard, Woodbury, New York 11797, also known as Section 13, Block 82, Lot 2 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2022, in the total amount of \$1,056.40, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,056.40 may be assessed by the Legislature of the County of Nassau against the parcel known as 32 Juneau Boulevard, Woodbury, New York 11797, also known as Section 13, Block 82, Lot 2 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
32 Juneau Boulevard, Woodbury, New York 11797  
Section 13, Block 82, Lot 2

---

The Department of Planning and Development, by memorandum dated May 20, 2022, directed the Highway Department to clean the premises located at 32 Juneau Boulevard, Woodbury, New York 11797, also known as Section 13, Block 82, Lot 2 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 6, 2022. The cost incurred by the Town of Oyster Bay was \$1,056.40.

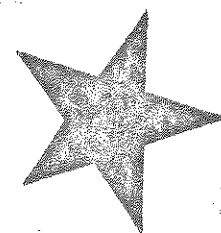
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8659

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 20, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 32 Juneau Blvd., Woodbury, New York 11797  
SBL: 13-82-2

Notice of Violation number 07791 was issued to the owner of the above-referenced premises on 05/13/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

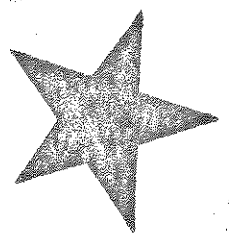
- Cut vegetation on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME:ml  
cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCATFREY**  
DEPUTY COMMISSIONER

May 20, 2022

East Hills Property Management LLC  
107-29 Liberty Avenue  
Ozone Park, New York 11417

RE: PREMISES: 32 Juneau Blvd., Woodbury, NY 11797  
SECTION 13 BLOCK 82 LOT 2

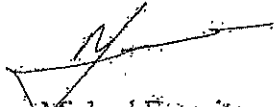
Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

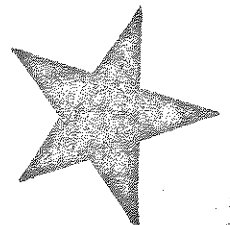
Please be advised that Notice of Violation Number 07791 (copy attached) has been served on 05/13/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

  
ELM:ME:ml  
Enclosure





AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 10, 2022

**SUBJECT:** 32 JUNEAU BLVD., WOODBURY, NEW YORK 11797  
SECTION 13, BLOCK 82, LOT(S) 2

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

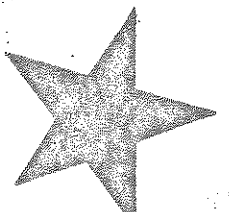
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,056.40

It is respectfully requested that your Office take the necessary steps is order to obtain an approval for an assessment of \$ 1,056.40 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



THIS INDENTURE, made the 24th day of March, in the year 2021

BETWEEN 32 JUNEAU BLVD. LLC, 746 Hempstead Turnpike, Franklin Square, New York 11010,

party of the first part, and EAST HILLS PROPERTY MANAGEMENT LLC, 107-29 Liberty Avenue, Ozone Park, New York 11417,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

Ten (\$10.00) and No/100 dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Woodbury, Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lot No. 2 in Block No. 82 on a certain map entitled "Map of Woodbury Heights, Section No. 2, situated at Woodbury, Town of Oyster Bay, Nassau County, NY, owned by: The Gates of Woodbury, Inc., 250 Old Country Road, Garden City, LI, NY." Surveyed by Teas and Steinbrenner, Surveyors, 125 Church Street, Malverne, NY, and Route 111, Hauppauge, NY, January 4, 1960", and filed in the Office of the Clerk of the County of Nassau June 29, 1960 as Map No-7315.

BEING AND INTENDED to be the Premises conveyed to the party of the first part by instrument dated September 7, 2018 and recorded in the Nassau County Clerk's Office in Liber 13716 Page 19 on October 4, 2018.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

32 JUNEAU BLVD LLC, by [Signature] Member

## Bargain & Sale Deed With Covenants

32 JUNEAU BLVD LLC  
TO  
EAST HILLS PROPERTY MANAGEMENT LLC

Title No.

COUNTY:

TOWN/CITY:

PROPERTY ADDRESS:

SECTION:

BLOCK:

LOT:

RETURN BY MAIL TO:

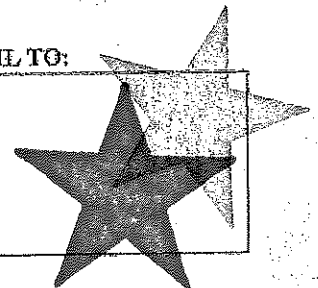
KEITH LAVALLEE, ESQ.  
Four West Gate Road  
Farmitingdale, New York 11735

DISTRIBUTED BY



JUDICIAL TITLE

T: 800-281-TITLE F: 800-FAX-9396



**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

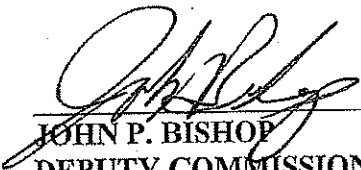
**SUBJECT:** 32 JUNEAU BLVD., WOODBURY  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

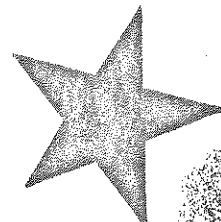
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,056.40.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (13-82-2) 32 JUNEAU BLVD WOODBURY 11797

Date Jun 6, 2022

Work Order # 94191

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL HERRON	General Maintenance	01:00	\$25.72	00:00	0	\$25.72
JESSE VITERI	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
ANTHONY GRASSO	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
CHARLES R MURPHY	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
Total Labor						\$96.40

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD739	2019 FORD F450 WY POWER WAGON	\$105.00	01:00	\$105.00
TR212	2019 TRAILER YW	\$105.00	01:00	\$105.00
Total Equipment				\$210.00


## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1056.40**

## Description of Work:

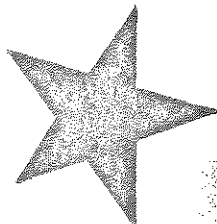
CLEAN UP 32 JUNEAU BLVD. WB

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 7, 2022



Meeting of September 13, 2022

Resolution No.631-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 12, 2022, authorized the Highway Department to clean up the premises located at 153 Ocean Avenue, Massapequa, New York 11758, also known as Section 65, Block 37, Lots 45 to 47 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 17, 2022, in the total amount of \$1,709.17, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,709.17 may be assessed by the Legislature of the County of Nassau against the parcel known as 153 Ocean Avenue, Massapequa, New York 11758, also known as Section 65, Block 37, Lots 45 to 47 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
153 Ocean Avenue, Massapequa, New York 11758  
Section 65, Block 37, Lots 45 to 47

---

The Department of Planning and Development, by memorandum dated May 12, 2022, directed the Highway Department to clean the premises located at 153 Ocean Avenue, Massapequa, New York 11758, also known as Section 65, Block 37, Lots 45 to 47 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 27, 2022, advised that the property was cleaned by a crew from the Highway Department on June 17, 2022. The cost incurred by the Town of Oyster Bay was \$1,709.17.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

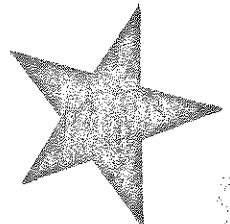
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*

Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments



2022-8684

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 12, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 153 Ocean Avenue, Massapequa, New York 11758  
SBL: 65-37-45 & 47


Notice of Violation number 07499 was issued to the owner of the above-referenced premises on 05/03/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

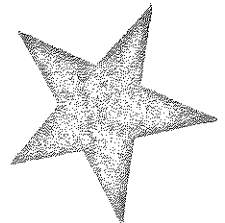
- Cut all vegetation on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

MB: ml  
cc: Frank Scalera, Town Attorney  
cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCARTREY  
DEPUTY COMMISSIONER

May 12, 2022

South St. Marks Corp.  
144-42 Jewel Ave.  
Flushing, NY 11367

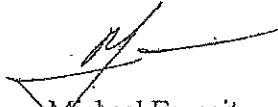
RE: PREMISES: 153 Ocean Avenue, Massapequa, New York 11758  
SECTION 65 BLOCK 37 LOT 45

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

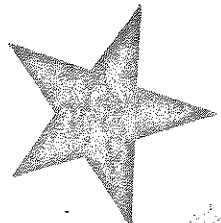
Please be advised that Notice of Violation Number 07499 (copy attached) has been served on 05/03/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME: ml  
Enclosure

cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law





AC

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 29, 2022

**SUBJECT:** 153 OCEAN AVENUE, MASSAPEQUA, NEW YORK 11758  
SECTION 65, BLOCK 37, LOT(S) 45

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,709.17

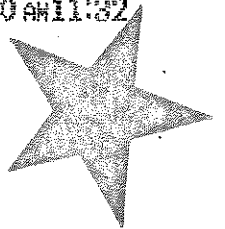
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,709.17 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ME:ml  
Encls.

REC'D TOWN ATTORNEY  
'22 JUN 30 AM 11:32



THIS INDENTURE, made on 13 th day of June, Two Thousand Eighteen

BETWEEN

                     residing at 85 Blackwatch Court, Southampton, New York,  
11968

party of the first part, and South

St. Marks Corp., having offices at 1123 Harrison Street, Baltimore, NY  
11710

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) -----

----- dollars,

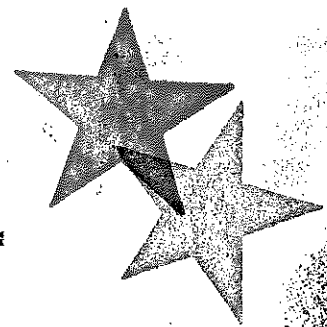
lawful money of the United States, and other valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors  
and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and  
being in the

SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF (the  
"Premises")

REVERSIONARY RIGHT AND RESTRICTION RUNNING WITH THE LAND. Grantee or  
Grantee's  
heirs, distributees, legal representatives, successors and assigns  
(collectively, the "Owner") shall obtain a duly issued final certificate  
of occupancy, or a duly issued certificate of completion, as applicable,  
from the local building department with jurisdiction covering the  
alterations and/or, building (s), as applicable and all other  
improvements located on the Premises authorizing their use as a  
residential dwelling (the "Final Certificate of Occupancy") within one  
(1) year from the date of closing, indicating that all redevelopment of  
the premises is consistent with local use and zoning regulations and  
floodplain development and design requirements set forth in the New York  
State Building Code and any local codes. Within fifteen (15) days of  
the Owner's receipt of the Final Certificate of Occupancy, the owner  
must submit the Final Certificate of Occupancy to the Grantor for the  
Grantor's approval in order to release the Grantor's reversionary  
interest in the Premises. Owner further acknowledges that failure to  
obtain and present Grantor with a Final Certificate of Occupancy that is  
satisfactory to Grantor within one (1) year of the date of closing will  
result in the automatic reversion of the Premises to the Grantor. If at  
the time of the automatic reversion there are liens and/or encumbrances  
on the Premises, the Owner will be responsible for satisfying and  
extinguishing such liens and encumbrances. If Owner has not satisfied  
and extinguished the liens and encumbrances at the time of automatic  
reversion, Owner shall indemnify and defend Grantor against any costs,  
claims and expenses, including reasonable attorney's fees, arising out  
of Owner's failure to satisfy and/or extinguish such liens and  
encumbrances. The Grantor reserves the right, at its sole discretion,  
to grant the Owner additional time to meet the condition or release the  
Grantor's reversionary interest upon written request by the Owner to the  
Grantor within one (1) year of the date of closing ("Request for  
Extension"), showing Owner's good faith efforts to satisfy the  
condition. If the Premises is non-conforming and therefore require a  
variance in order to obtain a Final Certificate of Occupancy, upon  
Owner's submission to Grantor of a variance application for the Premises



that has been approved by the applicable municipality, Owner's time to obtain a Final Certificate of Occupancy will be two (2) years from the date of closing. An Owner wishing to combine a purchased Premises with an adjacently owned property may submit a written request to the Grantor to waive this restriction once the purchased Premises and the adjacent property have been merged. Such a request must include documentation filed with the relevant clerk's office that the plots have been merged prior to the request for waiver. Grantor may conduct biannual monitoring on the progress of the redevelopment of the premises and Owner shall cooperate with the Grantor and Grantor's agents and provide Grantor with such information and documentation as may be reasonably requested by Grantor in connection with the redevelopment of the Premises. Owner appoints and delegates Grantor to review the construction progress. Upon Owner's satisfaction of the above-referenced requirements, the Grantor's reversionary interest will be released and full title will vest in the Owner. The Final Certificate of Occupancy or any Request for Extension must be set to acquisitionauctions@stormrecovery.ny.gov or to Housing Trust Fund Corporation, Attn: New York Rising Acquisition Auction Monitoring and Compliance, 500 Bi-County Boulevard, Suite 118, Farmingdale, NY 11735 or to 25 Beaver Street, 5th Floor, New York, NY 10004 or such other address as Grantor may designate upon notice to Owner.

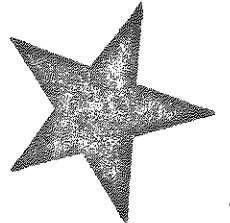
**COVENANT AS TO FLOOD INSURANCE RUNNING WITH THE LAND.** If the Premises is located in a Special Flood Hazard Area under Federal Emergency Management Agency (FEMA) Flood Maps or within the Special Flood Hazard Area under the advisory Base Flood Elevations issued by FEMA, at the time of any conveyance, any dwelling on any part of the Premises shall be insured under the policy of flood insurance in the amount equal to the lesser of (a) the full insurable value, as determined by the property insurer secured by the transferee, or (b) the maximum amount of flood insurance coverage available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program. In the event the Grantee or subsequent owners/transferees shall fail to maintain flood insurance, Grantee or Owner may not be eligible for federal disaster relief assistance for repair, replacement, or restoration of damage due to flooding as provided in 42 U.S.C. § 5154a. Grantee must notify subsequent transferees of the requirement to maintain flood insurance by including this covenant to secure flood insurance notification language in all subsequent written conveyance instruments. This covenant as to flood insurance shall run with the Premises in perpetuity or, alternatively, for the maximum period permitted by law, and may be enforced by any transferor, any of transferor's successors in interest or by FEMA, the United States Department of Housing and Urban Development or any other authorized government entity.

This conveyance is made pursuant to Section 45-a7(e) of the Private Housing Finance Law of the State of New York.

Being an intended to be the same premises as conveyed to Grantor herein by deed 4/17/2017 and recorded on 5/3/2017 in Liber 13503 Page 963 in the office of the Clerk of Nassau County.

SAID premises being known as 153 South Ocean Avenue, Massapequa, NY 11758

Section: 65 Block: 037 Lot: 45-47





AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

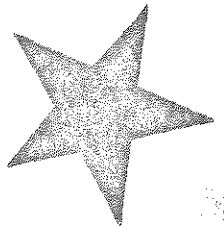
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

X   




**Town of Oyster Bay  
Inter- Departmental Memo**

June 27, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

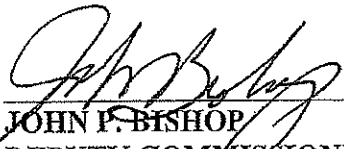
**SUBJECT:** 153 SOUTH OCEAN AVENUE, MASSAPEQUA  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

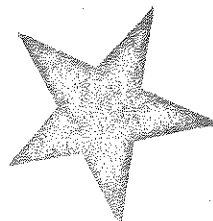
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,709.17.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (65-37-45) 153 SO OCEAN AVE MASSAPEQUA 11758

Date Jun 17, 2022

Work Order # 94035

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES CHADWICK, II	General Maintenance	01:00	\$48.32	00:00	0	\$48.32
DONALD CHANDLER	General Maintenance	01:00	\$49.28	00:00	0	\$49.28
STEVE DIAKOIANNIS	General Maintenance	01:00	\$42.55	00:00	0	\$42.55
MARTIN LANG	General Maintenance	01:00	\$53.37	00:00	0	\$53.37
GREGORY MARCHESE	General Maintenance	01:00	\$52.16	00:00	0	\$52.16
ROBERT PALACIOS	General Maintenance	01:00	\$27.88	00:00	0	\$27.88
NICOLAS CAMMARANO	General Maintenance	01:00	\$28.61	00:00	0	\$28.61

Total Labor \$302.17

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU471	2020 FORD F 250 PICK UP YW	\$79.00	01:00	\$79.00
PU473	2020 F250 FORD PICK UP YELLOW	\$79.00	01:00	\$79.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
TD761	2020 INTERNATIONAL HV507 6 WHEELER YW	\$131.00	01:00	\$131.00
TD774	2022 FORD F450 POWER WAGON	\$105.00	01:00	\$105.00
TO093	TRACTOR 2000 NEHO TN65 BLUE (LT-11 / LT11)	\$158.00	01:00	\$158.00

Total Equipment \$657.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00

Total Materials \$750.00

**Grand Total \$1709.17**

### Description of Work:

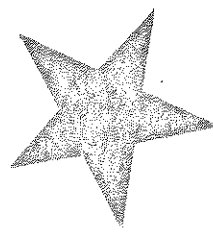
CLEAN UP 153 OCEAN AVENUE MASSAPEQUA

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 24, 2022



Meeting of September 13, 2022

Resolution No.632-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 10, 2022, authorized the Highway Department to clean up the premises located at 198 North Second Street, Bethpage, New York 11714, also known as Section 46, Block 45, Lots 11, 12 and 53 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 21, 2022, in the total amount of \$1,291.03, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,291.03 may be assessed by the Legislature of the County of Nassau against the parcel known as 198 North Second Street, Bethpage, New York 11714, also known as Section 46, Block 45, Lots 11, 12 and 53 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
198 North Second Street, Bethpage, New York 11714  
Section 46, Block 45, Lots 11, 12, and 53

---

The Department of Planning and Development, by memorandum dated June 10, 2022, directed the Highway Department to clean the premises located at 198 North Second Street, Bethpage, New York 11714, also known as Section 46, Block 45, Lots 11, 12 and 53 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 27, 2022, advised that the property was cleaned by a crew from the Highway Department on June 21, 2022. The cost incurred by the Town of Oyster Bay was \$1,291.03.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

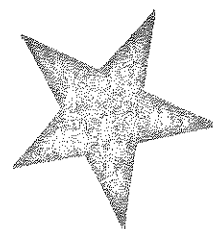
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





2022-8681

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 10, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 198 N. Second Street, Bethpage, New York 11714  
SBL: 46-45-11, 12 & 53

Notice of Violation number 07959 was issued to the owner of the above-referenced premises on 06/03/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.


In accordance with the provisions of Chapter 135, Section 54, I am directing that:

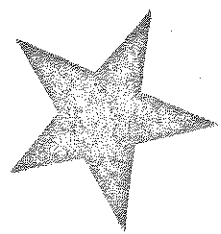
- Cut lawn and vegetation in front, sides, and rear yards and utility strip.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

  
ELM:ME:ml  
cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
**Department of Planning and Development**  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
**COMMISSIONER**

**TIMOTHY R. ZIKE**  
**DEPUTY COMMISSIONER**

**JAMES McCaffrey**  
**DEPUTY COMMISSIONER**

June 10, 2022

Karla Pozo  
114 Park Avenue  
Freeport, NY 11520

RE: PREMISES: 198 N. Second Street, Bethpage, New York 11714  
SECTION 46 BLOCK 45 LOT 11


Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

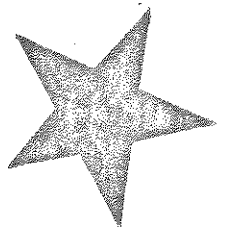
Please be advised that Notice of Violation Number: 07959 (copy attached) has been served on 06/03/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
**COMMISSIONER**

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME: ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 29, 2022

**SUBJECT:** 198 N. SECOND STREET, BETHPAGE, NEW YORK 11714  
SECTION 46, BLOCK 45, LOT(S) 11

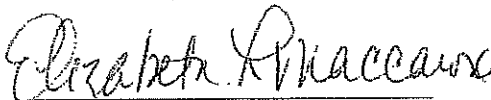
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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,291.03

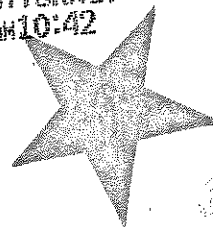
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,291.03 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ME:ml  
Encls.

REC'D TOWN ATTORNEY  
22 JUL 1 AM 10:42



THIS INDENTURE, made the 10 day of November, in the year two thousand five  
BETWEEN

448000x

[REDACTED], residing at 163 Harris Avenue, Bethpage, NY 11714

party of the first part, and

KARLA POZO, residing at 440 West Merrick Road, Freeport, NY 11520

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being

SEE DESCRIPTION ATTACHED HERETO

SECTION

46

BLOCK

45

LOT

Said premises being commonly known as: 198 N. 2<sup>nd</sup> Street, Bethpage, NY 11714

BEING AND INTENDED TO BE the same premises conveyed to the party of the first part by Deed dated 10/26/98 and recorded in the Office of the Clerk of the County of Nassau in Liber 10986, Page 698

1116453

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

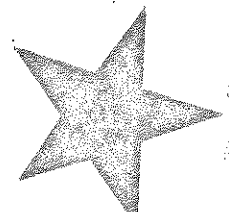
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*Miriam J. Long*

[REDACTED]



**Town of Oyster Bay  
Inter- Departmental Memo**

June 27, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT:** 198 NORTH SECOND STREET, BETHPAGE  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

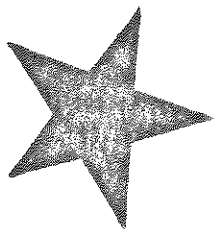
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,291.03.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-45-11) 198 N SECOND ST BETHPAGE 11714

Date Jun 21, 2022

Work Order # 94893

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$37.26	00:00	0	\$37.26
GREGORY MARCHESE	General Maintenance	01:00	\$52.16	00:00	0	\$52.16
VINCENT PADAVANO	General Maintenance	01:00	\$53.61	00:00	0	\$53.61
THOMAS CORBETT	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
JOHN MURRAY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$173.03

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU470	2020 FORD F 350 YW PICK UP	\$79.00	01:00	\$79.00
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	01:00	\$105.00
Total Equipment				\$368.00

## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1291.03**

## Description of Work:

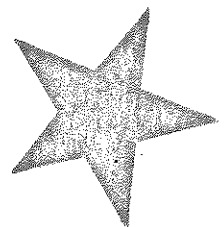
CLEAN UP 198 N. SECOND STREET BETHPAGE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 23, 2022



Meeting of September 13, 2022

Resolution No.633-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 28, 2022, authorized the Highway Department to clean up the premises located at Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 277 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 6, 2022, in the total amount of \$1,639.78, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,639.78 may be assessed by the Legislature of the County of Nassau against the parcel known as Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 277 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

633

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
Melrose Avenue, Massapequa, New York 11758  
Section 53, Block C, Lot 277

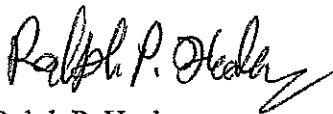
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The Department of Planning and Development, by memorandum dated July 28, 2022, directed the Highway Department to clean the premises located at Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 277 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated August 11, 2022, advised that the property was cleaned by a crew from the Highway Department on August 6, 2022. The cost incurred by the Town of Oyster Bay was \$1,639.78.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

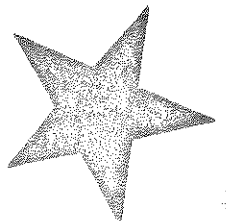
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**July 28, 2022**

**To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: Melrose Avenue, Massapequa, New York 11758**  
**SBL: 53-C-277**

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Notice of Violation number 08232 was issued to the owner of the above-referenced premises on 07/21/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut vegetation on premises.

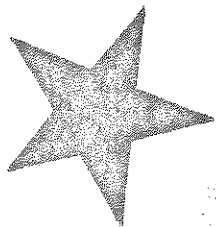
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

BLM:ME:ml

cc: Frank Scalera, Town Attorney





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

July 28, 2022

Mary Vosper  
152 County Line Road  
Amityville, NY 11701

RE: PREMISES: Melrose Avenue, Massapequa, NY 11758  
SECTION 53 BLOCK C LOT 277


Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

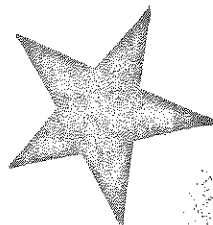
Please be advised that Notice of Violation Number 08232 (copy attached) has been served on 07/21/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** AUGUST 18, 2022

**SUBJECT:** MELROSE AVENUE, MASSAPEQUA, NEW YORK 11758  
SECTION 53, BLOCK C, LOT(S) 277

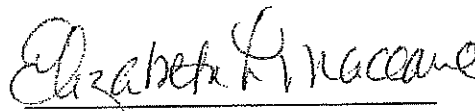
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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

1) T.O.B. Highway Department Clean-Up Costs: \$ 1,639.78

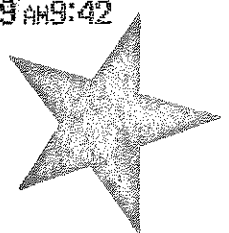
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,639.78 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

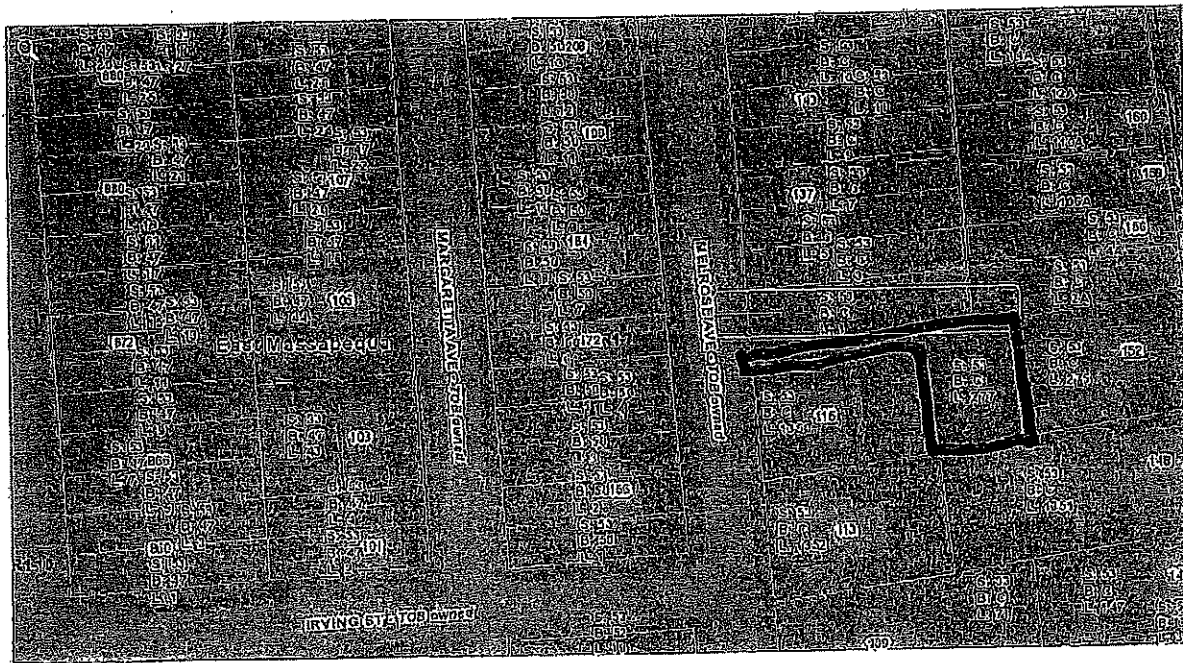
Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ME:ml  
Encls.

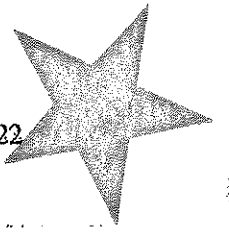
REC'D TOWN ATTORNEY  
'22 AUG 19 AM 9:42





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**Town of Oyster Bay  
Inter- Departmental Memo**

August 11, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT:** MELROSE AVENUE, AMITYVILLE  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

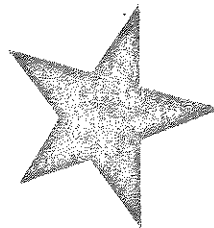
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,639.78.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-C-277) MELROSE AVE AMITYVILLE 11701

Date Aug 6, 2022

Work Order # 96538

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SALVATORE CECERE	General Maintenance	01:00	\$55.53	00:00	0	\$55.53
JAMES CHADWICK, II	General Maintenance	01:00	\$48.32	00:00	0	\$48.32
DONALD CHANDLER	General Maintenance	01:00	\$49.28	00:00	0	\$49.28
DERRICK SCOTT	General Maintenance	01:00	\$46.88	00:00	0	\$46.88
KEITH GALEOTTI	General Maintenance	01:00	\$32.21	00:00	0	\$32.21
PABLO BAEZ	General Maintenance	01:00	\$23.56	00:00	0	\$23.56
ROBERT F SPERO	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$270.78

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU471	2020 FORD F 250 PICK UP YW	\$79.00	01:00	\$79.00
PU473	2020 F250 FORD PICK UP YELLOW	\$79.00	01:00	\$79.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
TD774	2022 FORD F450 POWER WAGON	\$105.00	01:00	\$105.00
TD776	2022 INT DUMP HV607 YW	\$93.00	01:00	\$93.00
TO090	TRACTOR 2001 NEHO TN65 BLUE (LT-3 / LT3)	\$158.00	01:00	\$158.00
Total Equipment				\$619.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1639.78**

### Description of Work:

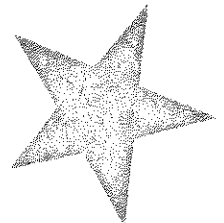
CLEAN UP MELROSE AVENUE MS

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Aug 11, 2022



Meeting of September 13, 2022

Resolution No.634-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 10, 2022, authorized the Highway Department to clean up the premises located at 53 Carmans Road, Farmingdale, New York 11735, also known as Section 53, Block 207, Lot 17 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 21, 2022, in the total amount of \$1,090.83, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,090.83 may be assessed by the Legislature of the County of Nassau against the parcel known as 53 Carmans Road, Farmingdale, New York 11735, also known as Section 53, Block 207, Lot 17 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
53 Carmans Road, Farmingdale, New York 11735  
Section 53, Block 207, Lot 17

---

The Department of Planning and Development, by memorandum dated June 10, 2022, directed the Highway Department to clean the premises located at 53 Carmans Road, Farmingdale, New York 11735, also known as Section 53, Block 207, Lot 17 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 27, 2022, advised that the property was cleaned by a crew from the Highway Department on June 21, 2022. The cost incurred by the Town of Oyster Bay was \$1,090.83.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

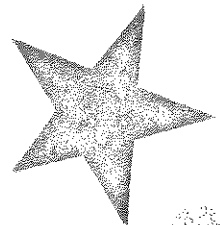
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*

Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





2022-8674

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 10, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 53 Carmans Road, Farmingdale, New York 11735  
SBL: 53-207-17

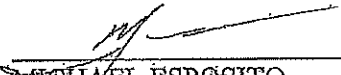
Notice of Violation number 07873 was issued to the owner of the above-referenced premises on 05/31/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut vegetation on premises.

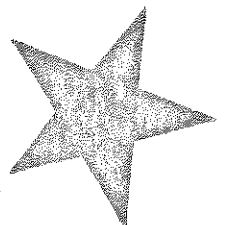
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME: ml  
cc: Frank Scalera, Town Attorney

No Deed





**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

June 10, 2022

Victor Properties Co.  
PO Box 250665  
New York, NY 10025

RE: PREMISES: 53 Carmans Road, Farmingdale, New York 11735  
SECTION 53 BLOCK 207 LOT 17

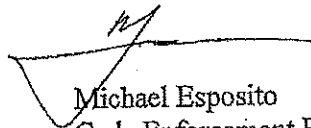
Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

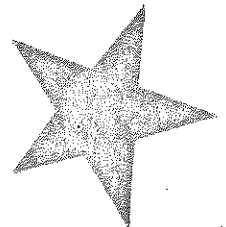
Please be advised that Notice of Violation Number 07873 (copy attached) has been served on 05/31/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

BLM:ME: ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO: FRANK M. SCALERA, TOWN ATTORNEY**

**FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**DATE: JUNE 29, 2022**

**SUBJECT: 53 CARMANS ROAD, FARMINGDALE, NEW YORK 11735  
SECTION 53, BLOCK 207, LOT(S) 17**

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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,090.83


It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,090.83 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

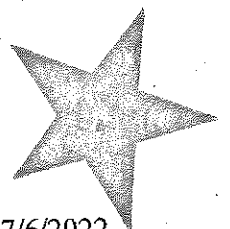
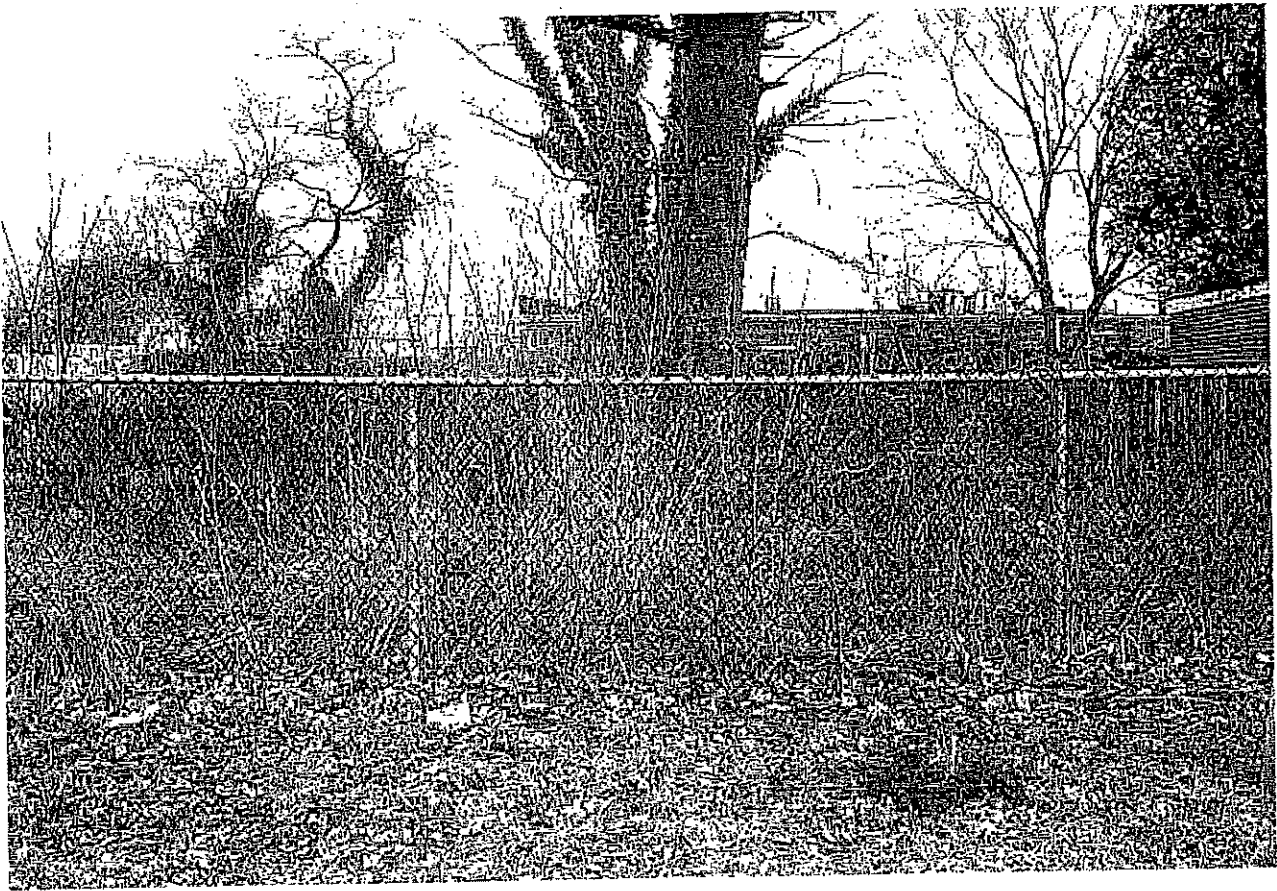
Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ME:ml  
Encls.

REC'D TOWN ATTORNEY  
'22 JUL 1 AM 10:42





**Town of Oyster Bay  
Inter- Departmental Memo**

June 27, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT:** 53 CARMANS ROAD, FARMINGDALE  
CLEAN-UP

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,090.83.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP**  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet



## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-207-17) 53 CARMANS RD FARMINGDALE 11735

Date Jun 21, 2022

Work Order # 94894

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
DONALD CHANDLER	General Maintenance	00:30	\$49.28	00:00	0	\$24.64
GREGORY MARCHESE	General Maintenance	00:30	\$52.16	00:00	0	\$26.08
KEITH GALEOTTI	General Maintenance	00:30	\$32.21	00:00	0	\$16.11
ANTHONY MODAFFERI	General Maintenance	00:30	\$25.72	00:00	0	\$12.86
PABLO BAEZ	General Maintenance	00:30	\$23.56	00:00	0	\$11.78
STEVEN KELLY	General Maintenance	00:30	\$25.72	00:00	0	\$12.86
Total Labor						\$104.33

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU471	2020 FORD F 250 PICK UP YW	\$79.00	00:30	\$39.50
TD718	TRUCK DUMP 2013 INTER 7300 YELLO (T-201)- 6 Wheeler	\$131.00	00:30	\$65.50
TD774	2022 FORD F450 POWER WAGON	\$105.00	00:30	\$52.50
TO093	TRACTOR 2000 NEHO TN65 BLUE (LT-11 / LT11)	\$158.00	00:30	\$79.00
Total Equipment				\$236.50

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1090.83**

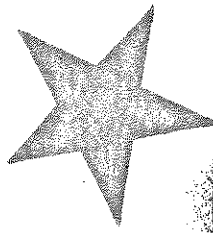
Description of Work:  
CLEAN UP 53 CARMANS ROAD FARMINGDALE

Signature: \_\_\_\_\_

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 23, 2022



Meeting of September 13, 2022

Resolution No.635-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 1, 2022, authorized the Highway Department to clean up the premises located at 4 Elizabeth Drive, Bethpage, New York 11714, also known as Section 49, Block 195, Lot 21 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2022, in the total amount of \$1,519.90, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,519.90 may be assessed by the Legislature of the County of Nassau against the parcel known as 4 Elizabeth Drive, Bethpage, New York 11714, also known as Section 49, Block 195, Lot 21 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

635

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
4 Elizabeth Drive, Bethpage, New York 11714  
Section 49, Block 195, Lot 21

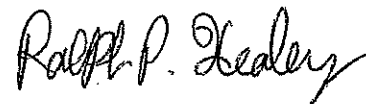
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The Department of Planning and Development, by memorandum dated June 1, 2022, directed the Highway Department to clean the premises located at 4 Elizabeth Drive, Bethpage, New York 11714, also known as Section 49, Block 195, Lot 21 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 6, 2022. The cost incurred by the Town of Oyster Bay was \$1,519.90.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

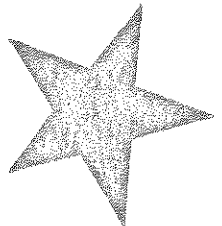
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





2022-8656

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 1, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 4 Elizabeth Drive, Bethpage, NY 11714  
SBL: 49-195-21

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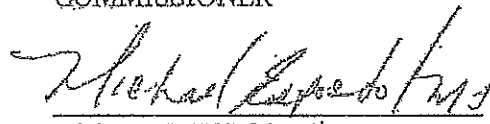
Notice of Violation number 07907 was issued to the owner of the above-referenced premises on 05/26/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut overgrown grass and vegetation in front, back and sides of premises.
- Remove garbage from garbage can in front yard.

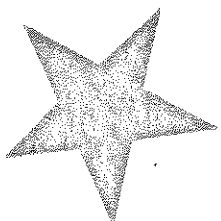
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

EFM:ME:ml

cc: Frank Scalera, Town Attorney





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIDE  
DEPUTY COMMISSIONER

JAMES McCAFFREY  
DEPUTY COMMISSIONER

June 1, 2022

Dominic Greco  
4 Elizabeth Drive  
Bethpage, New York 11714

RE: PREMISES: 4 Elizabeth Drive, Bethpage, NY 11714  
SECTION 49 BLOCK 195 LOT 21

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

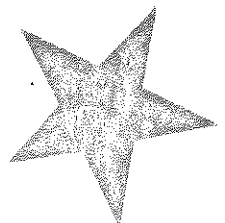
Please be advised that Notice of Violation, Number 07907 (copy attached) has been served on 05/26/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

Michael Esposito  
Code Enforcement Bureau.

(2)  
BEM:MB:ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO: FRANK M. SCALERA, TOWN ATTORNEY**

**FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**DATE: JUNE 14, 2022**

**SUBJECT: 4 ELIZABETH DRIVE, BETHPAGE, NEW YORK 11714  
SECTION 49, BLOCK 195, LOT(S) 21**

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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

- 1) T.O.B. Highway Department Clean-Up Costs: **\$ 1,519.90**


It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,519.90 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.

REC'D TOWN ATTORNEY  
22 AUG 19 AM 9:42



THIS INDENTURE, made the 13<sup>th</sup> day of December, in the year 2006  
BETWEEN

4 Elizabeth Drive  
Bethpage, New York 11714

party of the first part, and

DOMINIC GRECO  
83-15 159th Avenue  
Howard Beach, New York 11414

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Section

49

SEE SCHEDULE A ANNEXED HERETO

Block

195

Lot

21

BEING AND INTENDED TO BE the same premises conveyed to the Grantor herein by Deed dated 05/13/2004, recorded 05/21/2004 in Liber 11784 Page 740.

PREMISES ALSO KNOWN AS 4 Elizabeth Drive, Bethpage, New York 11714.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.  
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

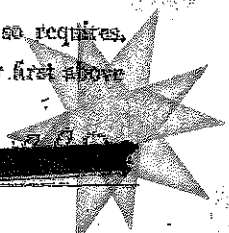
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*[Signature]*

*[Signature]*



Town of Oyster Bay  
Inter- Departmental Memo

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

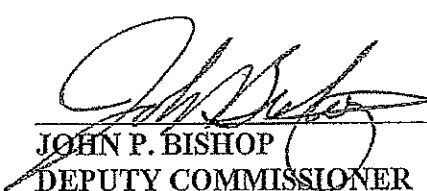
**SUBJECT:** 4 ELIZABETH DRIVE, BETHPAGE  
CLEAN-UP

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Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

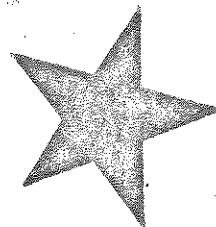
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,519.90.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-195-21) 4 ELIZABETH DR BETHPAGE 11714

Date Jun 6, 2022

Work Order # 94468

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES CHADWICK,II	General Maintenance	01:00	\$48.32	00:00	0	\$48.32
DONALD CHANDLER	General Maintenance	01:00	\$49.28	00:00	0	\$49.28
STEVE DIAKOIANNIS	General Maintenance	01:00	\$42.55	00:00	0	\$42.55
MICHAEL F FITZPATRICK	General Maintenance	01:00	\$23.03	00:00	0	\$23.03
ANTHONY MODAFFERI	General Maintenance	01:00	\$25.72	00:00	0	\$25.72
ROBERT F SPERO	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
NICHOLAS M ABATEMARC	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$218.90

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU471	2020 FORD F 250 PICK UP YW	\$79.00	01:00	\$79.00
TD688	TRUCK DUMP 2010 INTER 7300 YW (T-211)- 6 Wheeler	\$131.00	01:00	\$131.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
TD748	2019 INT 7300 6 WHEELER YW	\$131.00	01:00	\$131.00
TD774	2022 FORD F450 POWER WAGON	\$105.00	01:00	\$105.00
Total Equipment				\$551.00

## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1519.90**

## Description of Work:

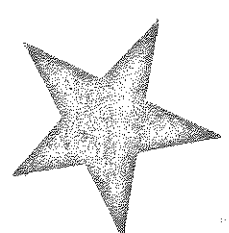
CLEAN UP 4 ELIZABETH DRIVE BP

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 8, 2022



Meeting of September 13, 2022

Resolution No.636-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 20, 2022, authorized the Highway Department to clean up the premises located at 9 North Pershing Avenue, Bethpage, New York 11714, also known as Section 46, Block 110, Lots 11 and 506 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 7, 2022, in the total amount of \$1,209.60, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,209.60 may be assessed by the Legislature of the County of Nassau against the parcel known as 9 North Pershing Avenue, Bethpage, New York 11714, also known as Section 46, Block 110, Lots 11 and 506 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
*Robert J. Henry*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

636

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
9 North Pershing Avenue, Bethpage, New York 11714  
Section 46, Block 110, Lots 11 and 506

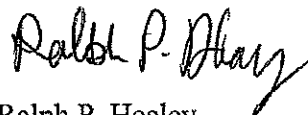
---

The Department of Planning and Development, by memorandum dated May 20, 2022, directed the Highway Department to clean the premises located at 9 North Pershing Avenue, Bethpage, New York 11714, also known as Section 46, Block 110, Lots 11 and 506 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 7, 2022. The cost incurred by the Town of Oyster Bay was \$1,209.60.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

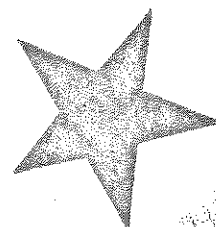
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





2022-8657

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 20, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 9 North Pershing Avenue, Bethpage, New York 11714  
SBL: 46-110-11 a-504

Notice of Violation number 07316 was issued to the owner of the above-referenced premises on 05/05/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut and trim lawn and vegetation.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

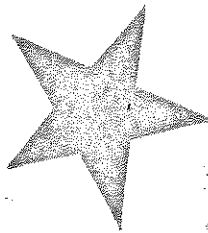
ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME:ml

cc: Frank Scalera, Town Attorney

No Deed





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCaffrey  
DEPUTY COMMISSIONER

May 20, 2022

Christopher T. Roach  
9 North Pershing Avenue  
Bethpage, New York 11714

RE: PREMISES: 9 N. Pershing Ave., Bethpage, NY 11714  
SECTION 46 BLOCK 110 LOT 11

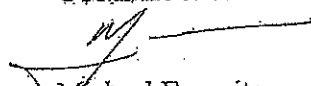
Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

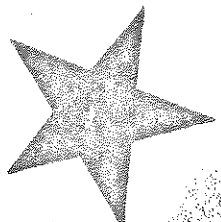
Please be advised that Notice of Violation Number 07316 (copy attached) has been served on 05/05/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure.



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 14, 2022

**SUBJECT:** 9 PERSHING AVENUE, BETHPAGE, NEW YORK 11714  
SECTION 46, BLOCK 110, LOT(S) 11

---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

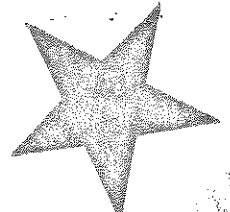
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,209.60

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,209.60 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT: 9 PERSHING AVENUE, BETHPAGE  
CLEAN-UP**

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,209.60.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet



# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-110-11) 9 PERSHING AVE BETHPAGE 11714

Date Jun 7, 2022

Work Order # 94270

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL HERRON	General Maintenance	01:30	\$25.72	00:00	0	\$38.58
JESSE VITERI	General Maintenance	01:30	\$23.56	00:00	0	\$35.34
ANTHONY GRASSO	General Maintenance	01:30	\$23.56	00:00	0	\$35.34
CHARLES R MURPHY	General Maintenance	01:30	\$23.56	00:00	0	\$35.34
Total Labor						\$144.60

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD739	2019 FORD F450 WY POWER WAGON	\$105.00	01:30	\$157.50
TR212	2019 TRAILER YW	\$105.00	01:30	\$157.50
Total Equipment				\$315.00


## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1209.60**

## Description of Work:

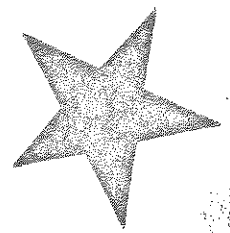
CLEAN UP 9 NORTH PERSHING AVEUE BP

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 8, 2022



Meeting of September 13, 2022

Resolution No.637-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 3, 2022, authorized the Highway Department to clean up the premises located at 12 Spruce Avenue, Bethpage, New York 11714, also known as Section 46, Block 491, Lot 30 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated August 29, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 8, 2022, in the total amount of \$1,001.14, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated August 29, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,001.14 may be assessed by the Legislature of the County of Nassau against the parcel known as 12 Spruce Avenue, Bethpage, New York 11714, also known as Section 46, Block 491, Lot 30 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Handwritten signature: Ralph P. Healey*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

637

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 29, 2022

SUBJECT: Property Cleanup Assessment  
12 Spruce Avenue, Bethpage, New York 11714  
Section 46, Block 491, Lot 30

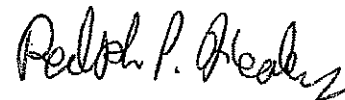
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The Department of Planning and Development, by memorandum dated June 3, 2022, directed the Highway Department to clean the premises located at 12 Spruce Avenue, Bethpage, New York 11714, also known as Section 46, Block 491, Lot 30 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 9, 2022, advised that the property was cleaned by a crew from the Highway Department on June 8, 2022. The cost incurred by the Town of Oyster Bay was \$1,001.14.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

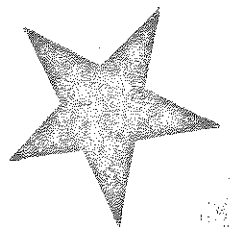
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:\Atty\RESOS 2022\MD 12 Spruce Ave 8.29.2022.doc



2022-8655

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**June 3, 2022**

**To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 12 Spruce Avenue, Bethpage, New York 11714**  
**SBL: 46-491-30**

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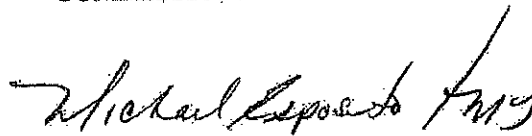
Notice of Violation number 07868 was issued to the owner of the above-referenced premises on 05/26/2022 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Cut lawn on premises.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

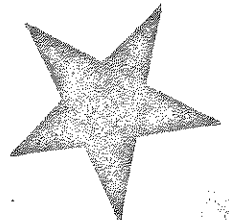
ELIZABETH L. MACCARONE  
COMMISSIONER



MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ELM:ME:ml

cc: Frank Scalera, Town Attorney







**Town of Oyster Bay**  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

June 3, 2022

James Kenealy  
12 Spruce Avenue  
Bethpage, NY 11714

RE: PREMISES: 12 Spruce Avenue, Bethpage, NY 11714  
SECTION 46 BLOCK 491 LOT 30

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

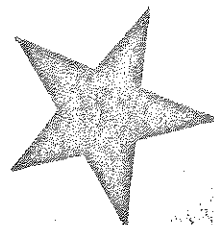
Please be advised that Notice of Violation Number 07868 (copy attached) has been served on 05/26/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,  
ELIZABETH L. MACCARONE  
COMMISSIONER

*Michael Esposito*  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure



AL

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JUNE 14, 2022

**SUBJECT:** 12 SPRUCE STREET, BETHPAGE, NEW YORK 11714  
SECTION 46, BLOCK 491, LOT(S) 30 & 31

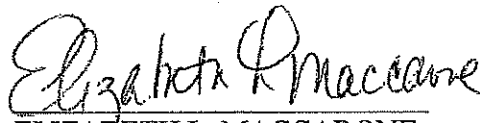
---

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

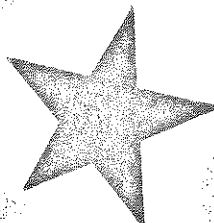
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,001.14

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,001.14 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:ME:ml  
Encls.



2  
Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet)  
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT THIS INSTRUMENT SHOULD BE USED BY  
LAWYERS ONLY

201  
8  
THIS INDENTURE, made the <sup>30th</sup>~~23rd~~ day of April, in the year 2008  
BETWEEN

James Bradford Kenealy  
167 Second Ave. Massapequa, New York 11762

party of the first part, and  
James Bradford Kenealy  
167 Second Ave. Massapequa, New York 11762

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other  
valuable consideration paid by the party of the second part, does hereby grant and release unto  
the party of the second part, the heirs or successors and assigns of the party of the second part  
forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon  
erected, situate, lying and being in the

(SEE SCHEDULE "A" ANNEXED HERETO)

SAID premises also known as and by Section 46 Block 491 Westerly part of lot 29 at  
Spruce Ave. Bethpage, New York.

TOGETHER with all right title and interest, if any, of the party of the first part of, in and to any  
streets and roads abutting the above described premises to the center lines thereof; TOGETHER  
with the appurtenances and all the estate and rights of the party of the first part in and to said  
premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second  
part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered  
anything whereby the said premises have been encumbered in any way whatever, except as  
aforesaid.

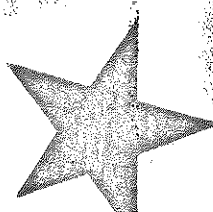
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that  
the party of the first part will receive the consideration for this conveyance and will hold the  
right to receive such consideration as a trust fund to be applied first for the purpose of paying the  
cost of the improvement and will apply the same first to the payment of the cost of the  
improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so  
requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and  
year first above written.

IN PRESENCE OF:

  
James Bradford Kenealy



C# 93690 1-12/08  
Letting Over Post Ver. 30  
Section 46 Block 491 Lot

**Town of Oyster Bay  
Inter- Departmental Memo**

June 9, 2022

**TO:** ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION


**SUBJECT: 12 SPRUCE AVENUE, BETHPAGE  
CLEAN-UP**

---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

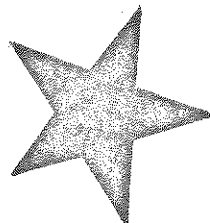
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,001.14.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

JPB/kjb

Enc. T & M sheet





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-491-30) SPRUCE AVE BETHPAGE 11714

Date Jun 8, 2022

Work Order # 94620

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL RICCARDO	General Maintenance	02:00	\$51.20	00:00	0	\$102.40
BRIAN TROTTA	General Maintenance	02:00	\$32.93	00:00	0	\$65.86
BRIAN DIEMICKE	General Maintenance	02:00	\$26.44	00:00	0	\$52.88
JOSEPH MASTA	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
Total Labor						\$251.14

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
Total Equipment				

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1001.14**

### Description of Work:

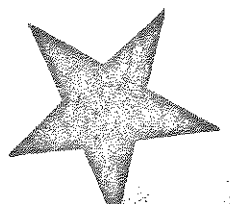
CLEAN UP 12 SPRUCE AVENUE BP

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 9, 2022



Meeting of September 13, 2022

Resolution No.638-2022

WHEREAS, the Town of Oyster Bay is defending litigation in the Supreme Court, Nassau County, *Pistone v. Town of Oyster Bay*, a personal injury action wherein the plaintiff is seeking monetary damages; and

WHEREAS, Frank M. Scalera, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated August 29, 2022, recommended that the Office of the Town Attorney, in order to properly defend the matter in accordance with the provisions of the Code of the Town of Oyster Bay, be authorized and permitted to prepare and serve a counterclaim and commence a third party action in this matter against the owners of the property adjacent to the sidewalk where the accident herein allegedly occurred,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is accepted, the Office of the Town Attorney is hereby authorized to prepare and serve counterclaims as aforesaid.

-#-

Reviewed By  
Office of Town Attorney

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

628

## Town of Oyster Bay Inter-Departmental Memo

**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : August 29, 2022  
**SUBJECT** : Authorization to Commence Legal Proceedings  
Pistone v. Town of Oyster Bay

---

This Office, through outside counsel, is defending a personal injury action commenced against the Town arising out of an alleged trip and fall by the plaintiff on the sidewalk. Section 205-2 of the Code of the Town of Oyster Bay specifies, in part, that the owner or occupant of a house shall at all times keep the sidewalk in front of the lot or house or building in good and safe repair and imposes tort liability for any injury resulting from the failure to maintain or repair that sidewalk. In order to properly defend the Town's interests in this matter, and allocate responsibility consistent with the Town Code, it is essential that a counterclaim and a third-party action against the property owner be authorized and served.

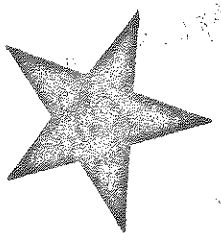
It is recommended that the Town Board authorize this Office to commence such proceedings forthwith in order to seek the aforementioned relief. A proposed resolution for Town Board consideration is attached hereto.

FRANK M. SCALERA  
TOWN ATTORNEY



Paul S. Ehrlich  
Deputy Town Attorney

PSE/pse  
Attachment  
2021-8041



Resolution No.639-2022

Meeting of September 13, 2022

WHEREAS, by Resolution No. 370-2022, adopted on May 24, 2022, the Town Board awarded Contract No. DP22-228, the Town Of Oyster Bay Honorable Joseph Colby Golf Course Irrigation, to Watercraft Irrigation, Inc., 173 North Main Street Sayville, New York 11782, the sole responsive and responsible bidder, for a total bid amount not to exceed \$3,717,210.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 29, 2022, recommended that the aforementioned project be cancelled due to the inability of the contractor to become fully bonded, as per contract specifications, and requested that the Division of Purchasing, Department of General Services, proceed with setting a date for receiving bids for Contract No. DP22-228,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Town Board hereby cancels the aforementioned project; and be it further

RESOLVED, That the Division of Purchasing, Department of General Services, is hereby authorized and directed to proceed with setting a date for receiving bids for Contract No. DP22-228.

-#-

*TMS*  
Reviewed By  
Office of Town Attorney

*W.P. Hackley*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Ayc
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

AUGUST 29, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY


SUBJECT: CANCELLATION OF CONTRACT AND  
PERMISSION TO RE-BID  
HONORABLE JOSEPH COLBY GOLF COURSE IRRIGATION  
CONTRACT NO. DP22-228

---

Resolution Number 370-2022 adopted on May 24, 2022 awarded the Town of Oyster Bay Honorable Joseph Colby Golf Course Irrigation to Watercraft Irrigation, Inc., 173 North Main Street, Sayville, New York for a total amount of \$3,717,210.00.

At this time, the Division of Engineering recommends that this project be canceled due to the inability of the contractor to get fully bonded as per the contract specifications.

Therefore, it is hereby requested that the Town Board authorize, by Resolution, the cancellation of the Town of Oyster Bay Honorable Joseph Colby Golf Course Irrigation and authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

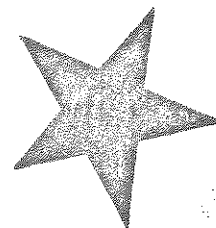
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/TLS/nm

Attachment

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks

DP22-228 cancel contract rebid



Meeting of May 24, 2022

Resolution No 370-2022

WHEREAS, pursuant to public notice, bids were duly solicited, and a single bid was regularly received on April 13, 2022, for Contract No. DP22-228, Town of Oyster Bay Honorable Joseph Colby Golf Course, Woodbury, New York, and said bid was publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 29, 2022, advised that in compliance with the Town's Procurement Policy, the bid proposal received for Contract No. DP22-228 was reviewed by LiRo Engineers, Inc.; and

WHEREAS, by letter dated April 28, 2022, Thomas DiBenedetto, P.E., Project Manager, LiRo Engineers, Inc. (LiRo), recommended the award of Contract No. DP22-228 to Watercraft Irrigation, Inc., 173 North Main Street, Sayville, NY 11782, the sole responsive and responsible bidder, in the amount of \$3,540,200.00; and

WHEREAS, as per Town policy, \$177,010.00 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$3,717,210.00; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of LiRo Engineers, Inc., and recommended the award of Contract No. DP22-228, to Watercraft Irrigation, Inc., the sole responsive and responsible bidder, in the amount of \$3,540,200.00, and \$177,010.00 for potential quantity increases, for a total bid encumbrance of \$3,717,210.00; and

WHEREAS, the estimated construction time for completion of the contract is three hundred and sixty-five (365) calendar days, with funds to be drawn from Account Nos. PKS H 7197 20000 000 2202 001 and PKS H 7197 20000 000 2102 001; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Bid, the Contract, and the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. DP22-228 is awarded to Watercraft Irrigation, Inc., in an amount not to exceed \$3,717,210.00, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account Nos. PKS H 7197 20000 000 2202 001 and PKS H 7197 20000 000 2102 001; and be it further

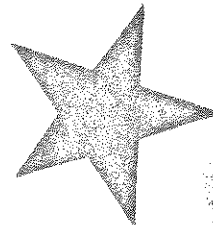
RESOLVED, That the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$3,717,210.00, upon presentation of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney



Meeting of September 13, 2022

Resolution No.640-2022

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on August 3, 2022, for Contract No. H19-196PH2, Road Improvements to the Hicks Avenue Area in Syosset, New York, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 29, 2022, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. H19-196PH2, were reviewed by L.K. McLean Associates, P.C., 437 South Country Road Brookhaven, New York 11719, Consulting Engineers; and

WHEREAS, L.K. McLean Associates, P.C., Consulting Engineers, by letter dated August 25, 2022, recommended the award of Contract No. H19-196PH2 to Metro Paving, LLC, 500 Patton Avenue, West Babylon, New York, the lowest responsive and responsible bidder among nine (9) bids received, in the amount of \$2,829,990.00; and

WHEREAS, pursuant to Town of Oyster Bay policy, the sum of \$141,499.50 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$2,971,489.50; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of L.K. McLean Associates, P.C., Consulting Engineers, and recommended the award of Contract No. H19-196PH2, to Metro Paving, LLC, the lowest responsive and responsible bidder, in the amount of \$2,829,990.00, with the sum of \$141,499.50 added for potential quantity increases, as per Town of Oyster Bay policy, for a total bid encumbrance of \$2,971,489.50; and

WHEREAS, the estimated construction time for completion of the contract is one hundred eighty (180) calendar days, and funds are available in, and shall be drawn from, Account No. HWY H5197 20000 000 2203 008, Project ID No. 2203HWYDB-02,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and Contract No. H19-196PH2 is awarded to Metro Paving, LLC, in the amount of \$2,829,990.00, with the sum of \$141,499.50 added for potential quantity increases, as per Town of Oyster Bay policy, for a total bid encumbrance of \$2,971,489.50, in accordance with the provisions therein, and the Town Supervisor, or his duly appointed designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. HWY H5197 20000 000 2203 008, Project ID No. 2203HWYDB-02; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of a duly certified claim therefor, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

August 29, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
ROAD IMPROVEMENTS TO THE HICKS AVENUE AREA IN SYOSSET, NY  
CONTRACT NO.: H19-196PH2  
ACCOUNT NO. HWY H5197 20000 000 2203 008  
PROJECT ID NO. 2203HWYDB-02

---

On August 3, 2022, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Metro Paving LLC, 500 Patton Ave, West Babylon, NY 11704, Federal ID #:46-5339257 submitted the lowest responsive bid among 9 (nine) in the amount of \$2,829,990.00.

Attached is a letter dated August 25, 2022 from the office of L.K. McLean Associates, P.C. recommending the award of this contract to Metro Paving LLC, 500 Patton Ave, West Babylon, NY 11704 in the amount of \$2,829,990.00. In accordance with Town policy \$141,499.50 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$2,971,489.50.

The estimated construction time for completion of the subject contract is 180 calendar days. Funds are available for the subject contract work in Account No. HWY H5197 20000 000 2203 008, Project ID No. 2203HWYDB-02

The Office of The Inspector General has reviewed the contract and proposed vendors' disclosure questionnaire and is satisfied that the procurement Policy has been fulfilled.

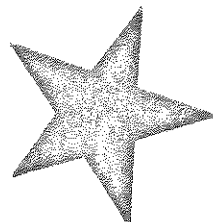
We concur with the recommendation of L.K. McLean Associates, P.C. and request that Contract No. H19-196PH2 be awarded to Metro Paving LLC in the total bid amount of \$2,829,990.00 and that \$141,499.50 be applied to the low bid amount for a total bid encumbrance of \$2,971,489.50.

  
RICHARD W. LENZ, P.E.

COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL//MR/SC/nm  
Attachments

cc: Steven Ballas, Comptroller  
Division of Highway





***L. K. McLean Associates, P.C.***

❖ 437 South Country Road • Brookhaven • New York • 11719  
❖ 25 Newbridge Road • Suite 212 • Hicksville • New York • 11801

(631) 286-8668 • FAX (631) 286-6314  
<https://www.lkma.com>

RAYMOND G. DiBIASE, P.E., PTOE, PTP, PRESIDENT and CEO  
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT  
JAMES L. DeKONING, P.E., VICE PRESIDENT

Associates

CHRISTOPHER F. DWYER  
STEVEN W. EISENBERG, P.E.  
ANDREW B. SPEISER  
MATTHEW C. JEDLICKA, LEED AP  
KEITH J. MASSERIA, P.E.  
VINCENT A. CORRADO, P.E.  
TAMARA L. STILLMAN, P.L.S.

August 25, 2022

Richard Lenz, P.E., Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Attn.: Sunita Chakraborti, Project Manager

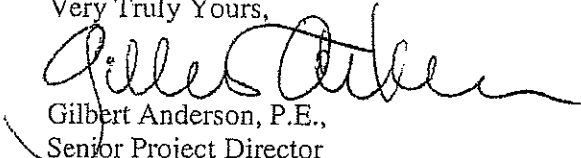
Re: **Analysis of Bids Received for the Construction of Highway Improvements to the  
Hicks Avenue Area, Phase 2, Syosset, New York  
TOB Contract No. H19-196PH1, Bid No.: 041-22,**

Madam:

On August 3, 2022, bids for the referenced project were received and publically opened. Nine (9) bids were received. Of these, the bid from Metro Paving LLC is the apparent low bid at \$2,829,990.00. The bids received range from the apparent low bidder up to \$3,322,323.00, with the Engineer's Estimate at \$3,002,141.00. After analysis of the three (3) low bidders, all of their unit prices bid are in range of each other and reasonable.

Based on our review of the bids received, we would recommend that the contract for this project be awarded to Metro Paving LLC in the amount of \$2,829,990.00. Please contact the undersigned if you have any questions or comments on these matters at (631) 286-8668, ext. 268.

Very Truly Yours,

  
Gilbert Anderson, P.E.,  
Senior Project Director

c. John C. Tassone, Deputy Commissioner, TOBDPW  
Raymond DiBiase, PE, President/CEO, LKMA  
Robert Steele, PE, Executive Vice President, LKMA

Meeting of September 13, 2022

Resolution No.641-2022

WHEREAS, by Resolution No. 247-2019, adopted on April 16, 2019, the Town Board authorized L.K. McLean Associates, P.C. ("McLean"), 437 South Country Road, Brookhaven, New York 11719, to provide the Town of Oyster Bay with engineering services pursuant to Contract No. H19-196PH2, Highway Improvements to the Hicks Avenue Area, Syosset; and

WHEREAS, as authorized by Resolution No. 425-2020, adopted on December 10, 2019, L. K. McLean Associates, P.C. provided design phase engineering services relative to Contract No. H19-196PH2, and the Comptroller was authorized to issue an encumbrance order to satisfy said engineering costs; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 29, 2022, advised the Board that the Division of Engineering has negotiated a fee of \$227,279.46 for McLean to provide bid support and construction administration services in connection with Contract No. H19-196PH2, pursuant to the terms of a previously executed Standard Consulting Agreement; and

WHEREAS, Gilbert Anderson, P.E., Senior Project Director for McLean, by letter dated May 24, 2022, requested approval to utilize Universal Testing and Inspection Services, Inc., as a sub-consultant for construction materials testing; and

WHEREAS, Commissioner Lenz, by the aforesaid memorandum, requested Town Board authorization for McLean to provide the aforesaid On-Call Engineering Services under Contract No. H19-196PH2, and that Universal Testing and Inspection Services, Inc. be approved as a sub-consultant for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$227,279.46 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2203 008; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendors' disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and L.K. McLean Associates, P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. H19-196PH2, and Universal Testing and Inspection Services, Inc. is hereby authorized as a sub-consultant for said project; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$227,279.46 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2203 008.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

August 29, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: AWARD OF ENGINEERING SERVICES  
AND THE USE OF SUB-CONSULTANTS  
HIGHWAY IMPROVEMENTS TO THE HICKS AVE AREA, SYOSSET  
CONTRACT NO. H19-196PH2  
ACCOUNT NO. HWY H5197 20000 000 2203 008  
PROJECT ID NO. 2203HWYDB-02


In furtherance to resolution 247-2019, and consequent to the completion of the design report provided by L. K. McLean Associates, P. C., the Division of Engineering has solicited L. K. McLean Associates, P. C. for a cost estimate regarding bid support and construction administration of said subject.

The Department of Public Works has negotiated a fee of \$227,279.46 to proceed with the work, as outlined in the attached letter from L. K. McLean Associates, P. C dated May 24, 2022. The firm of L. K. McLean Associates, P. C has previously executed a Standard Consultant Agreement with the Department of Public Works under which services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 2203 008 and Project ID No. 2203HWYDB-02

The Office of The Inspector General has reviewed the RFP/Contract and proposed vendors' and proposed sub-consultant disclosure questionnaires and is satisfied that the procurement Policy has been fulfilled

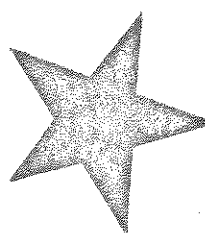
It is hereby requested that the Town Board authorize, by resolution, L. K. McLean Associates, P. C., to perform bid support and construction administration relative to Contract No. H19-196PH2 and use Universal Testing and Inspection Services, Inc. as a sub-consultant, for construction materials testing services for this project, and the office of the Comptroller hereby encumber said funds.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/SC/nm  
Attachment

cc: Steven Ballas, Comptroller  
Division of Highway

H19-196 Hicks Eng services subPh2 227,279.46





*L. K. McLean Associates, P.C.*

❖ 437 South Country Road • Brookhaven • New York • 11719  
❖ 25 Newbridge Road • Suite 212 • Hicksville • New York • 11801

(631) 286-8668 • FAX (631) 286-6314  
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KEITH J. MASSERIA, P.E.  
VINCENT A. CORRADO, P.E.  
TAMARA L. STILLMAN, P.L.S.

May 24, 2022

Richard Lenz, P.E., Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Attn.: Sunita Chakraborti, Project Manager

Re: **Engineering Services for Bid Support and Construction Administration of Phase 2  
of the Hicks Avenue Area Highway Improvements Project, Syosset, New York,  
TOB Contract No. H19-196PH2,  
LKMA Project No. 19067**

Madam:

Please allow this to serve as a request for funding to provide Professional Engineering Construction Services in conjunction with the referenced project. Specifically, LKMA's services will include bidding and construction administration/inspection for Phase II of the Hicks Avenue Area Highway Improvements Project.

Based on previous correspondence, we estimate that approximately 62 Man-hours of engineering services will be required to provide Bid Support and Review, totaling \$10,161.54. Construction Administration and Inspection is estimated to require 1328 man-hours, totaling \$187,117.92. This will bring L. K. McLean Associates total fees for these services is estimated at \$197,279.46.

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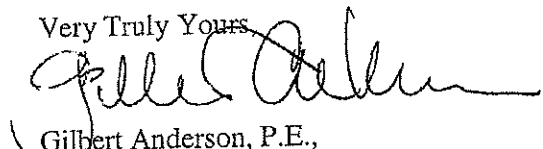


In addition to the above, we would propose that Universal Testing & Inspection Services, of 73 Otis Street, West Babylon, NY 11704, will provide Concrete Testing services for this project. The estimated fee for these services is estimated at \$30,000.00.

As such, the total fees for both LKMA's inspection and Universal's testing services under this contract is \$227,279.46.

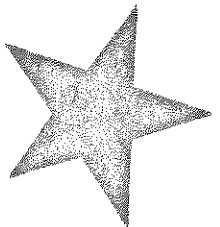
Thank you again for this opportunity and we look forward to our continued working with the Town of Oyster Bay Department of Public Works on this important project. Please contact the undersigned if you have any questions or comments on these matters at (631) 286-8668, ext. 268.

Very Truly Yours



Gilbert Anderson, P.E.,  
Senior Project Director

- c. John C. Tassone, Deputy Commissioner, TOBDPW  
Raymond DiBiase, PE, President/CEO, LKMA  
Robert Steele, PE, Executive Vice President, LKMA



Meeting of April 16, 2019

Resolution No. 247-2019

Reviewed By  
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated April 1, 2019, advised that a request for proposals (RFP) was issued to seven (7) firms and notice of the RFP was placed on the Town of Oyster Bay website, to procure engineering services relative to road improvements to the Hicks Avenue Area, Syosset, Contract No. H19-196, and the Division of Engineering received nine (9) responses; and

WHEREAS, following a review and evaluation of said nine (9) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize L.K. McLean Associates, P.C., 437 South Country Road, Brookhaven, New York 11719, to first complete a preliminary design report for the project area for which it will perform surveying, site investigation, preliminary design, project phasing, and cost estimating, for a total fee of \$162,341.52, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, Gilbert A. Anderson, P.E., Senior Project Director, L.K. McLean Associates, P.C., by letter dated March 22, 2019, requested the use of Universal Testing and Inspection Services, Inc., as sub-consultant, for geotechnical investigation services; and

WHEREAS, the requested services to be provided by L.K. McLean Associates, P.C., including the use of the above sub-consultant, are to be for a total amount not to exceed \$162,341.52, with funds for said payment available from Account No. HWY H5197 20000 000 1903 008,

RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that L.K. McLean Associates, P.C., Inc., is hereby authorized to provide the above-referenced engineering services relative to road improvements to the Hicks Avenue Area, Syosset, Contract No. H19-196, and to use Universal Testing and Inspection Services, Inc., as a sub-consultant for geotechnical investigation services, in a total amount not to exceed \$162,341.52, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

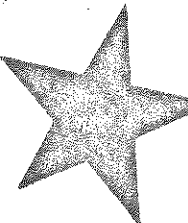
RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H5197 20000 000 1903 008.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works



Meeting of September 13, 2022

Resolution No.642-2022

aps  
Reviewed By  
Office of Town Attorney

WHEREAS, by Resolution No. 295-2018, adopted on May 22, 2018, the Town Board authorized N&P Engineering, Architecture and Land Surveying, PLLC, to provide Engineering Services pursuant to Contract No. H18-171-P3, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 3, Outfall 31 System, Outfall 114 System, and Outfall 128 System; and

WHEREAS, Russell Z. Scott, PE, Senior Partner, N&P Engineering, Architecture and Land Surveying, PLLC, by letter dated August 23, 2022, advised that multiple factors, including severe weather events, a higher than expected water table, COVID-19 related supply chain delays, and Federally-imposed grant program requirements, resulted in unanticipated delays in construction related to this contract. As a result of these unanticipated delays, N&P Engineering, Architecture and Land Surveying, PLLC has advised that the cost required to complete the Contract has increased by the amount of \$333,221.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 14, 2022, advised the Board of the increase in the amount of the Contract and recommended approval of recommended approval of N&P Engineering, Architecture and Land Surveying, PLLC's, request for an increase to Contract No. H18-171-P3 in the amount of \$333,221.00. Commissioner Lenz further advised the Board that the requested increase has been reviewed by both the Town's Department of Public Works and the Governor's Office of Storm Recovery (GOSR) and has been found to be appropriate and cost reasonable. GOSR has approved the funding of \$326,600.00 of said request. Commissioner Lenz recommends that the Board approve funding of the remaining \$6,621.00, and advised the Board that this amount is the only expense to the Town; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funds to cover the construction expenses are available in Accounts No. IGA CD 8689 27000 554 CN17 (\$326,600.00) and No. HWY H 5197 20000 000 2003 008 (\$6,621.00),

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and N&P Engineering, Architecture and Land Surveying, PLLC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. H18-171-P3, and the Town Board authorizes the increase in engineering fees for Contract No. H18-171-P3, for a total amount of \$333,210.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$326,600.00 for this purpose, with funds available for payment in Accounts No. IGA CD 8689 27000 554 CN17 (\$326,600.00) and No. HWY H 5197 20000 000 2003 008 (\$6,621.00).

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

642

**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

August 29, 2022

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

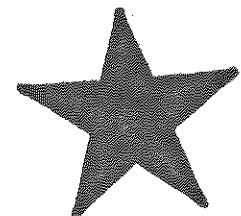
SUBJECT : INCREASE IN ENGINEERING  
FLOOD DIVERSION AND CONTROL PROJECT FOR MASSAPEQUA  
PROJECT 3: OUTFALL 31 SYSTEM (BROCKMEYER DRIVE)  
OUTFALL 114 SYSTEM (CLEARWATER AVENUE),  
OUTFALL 128 SYSTEM (IROQUOIS PLACE)  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P3  
ACCOUNT NO. IGA CD 8689 27000 554 CN17  
ACCOUNT NO. HWY H 5197 20000 000 2003 008, PROJ ID. 2003 HWYDB 02

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The Town of Oyster Bay (Town) has been identified by the Governor's Office of Storm Recovery (GOSR) as an eligible Subrecipient of Community Development Block Grant Disaster Recovery (CDBG-DR) Program funding provided through the New York Rising Community Reconstruction Program. With use of this federal grant funding, the Town has completed or is nearing completion of a variety of storm resiliency/flood mitigation projects within the program eligible area of Massapequa, NY.


Town Board Resolution No. 295-2018 dated May 22, 2018, authorized N&P Engineers & Land Surveyor, PLLC (N & P) to proceed with Engineering and Construction Management Services regarding the above-mentioned contract. These services provided under this contract have been funded with use of CDBG-DR funding.

The construction of this project took longer than anticipated for a variety of reasons inclusive of severe weather events, higher than expected water table within a coastal community, COVID-19 related supply-chain delays and program requirements imposed through the federal grant program. This extended construction duration, amongst other reasons detailed within the attached June 14, 2022 letter from N & P, has created additional efforts from N&P in connection with this Contract. As a result, N&P has requested an increase to Contract No. H18-171-P3, in the amount of \$333,221.00. This request has been reviewed by both the Town's Department of Public Works and the Governor's Office of Storm Recovery, and has been found to be appropriate and cost reasonable. GOSR has approved \$326,600.00 of said request based on an independent review dated July 29, 2022. The Town also recommends funding the remaining \$6,621.00 based on our internal review. Please be aware that the \$6,621.00 will be the only expense to the Town of Oyster Bay.



Funds are available for this purpose in Account No. IGA CD 8689 27000 554 CN17 (\$326,600.00) and Account No. HWY H 5197 20000 000 2003 008, Project ID. 2003 HWYDB 02 (\$6,621.00).

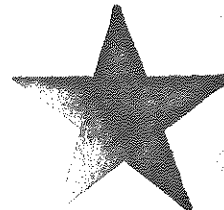
It is hereby requested that the Town Board authorize, by resolution, the above-noted increase in engineering fees relative to the above-mentioned contract for a total amount of \$333,221.00, relative to Contract No. H18-171-P3.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RWL/ACT/MR/DM/nm

Attachments

c: Steven C. Ballas, Comptroller  
Colin Bell, Office of the Supervisor  
Division of Highway  
H18-171-P3 Increase In Engineering Project 3





June 14, 2022

Richard Lenz, PE, Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

**RE: Massapequa Flood Diversion and Control / Project 3 – Brockmeyer, Clearwater, Iroquois  
Town of Oyster Bay  
Contract No. H18-171-P3  
Request for Contract Amendment**

Dear Commissioner Lenz:

Nelson + Pope is respectfully requesting additional budget related to the Construction Administration & Observation as well as for the Town/Public request for re-design of a related section of improvements for the above referenced project. The effort required to provide the proper construction observation, process the contractor's change orders, deal with unpredicted storm related flooding and the overall coordination was more than anticipated.

The review, research and redesign of the Brockmeyer segment of the project was brought to our attention during a construction kick-off meeting in which the public had involvement, providing pushback on the proposed work. Alternative design options were compiled and reviewed for a redesign of the proposed drainage to achieve a similar goal with less impact to the public right-of-way.

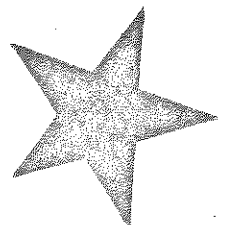
Below is a summary of the work along with a budget spreadsheet.

**Task 1:**

*Construction Observation + Reporting*

N+P provided necessary daily construction inspection amounting to more than the contract's original budgeted time. Construction observation and support included coordination for utility relocations; oversight for utility offsets and relocation; daily observation of crucial drainage infrastructure; daily on-site coordination and observation of concrete installs; and scheduling coordination for all parties involved. In addition to the necessary daily oversight, the project construction schedule and daily work production is considerably slower than anticipated mainly due to the existing limiting site conditions.

In addition to the necessary daily oversight, the project construction schedule and daily work production is considerably slower than anticipated mainly due to the existing limiting site conditions. The Contractor's Contract had 240 days of construction duration. Nelson + Pope's original contract included inspection for



110 days. The Contractor has requested an extension to July 22, 2022. N+P will be providing construction observation for approximately 385 total days which is over the original anticipated amount.

*Correspondence, Discussions & Meetings with Residents*

N+P has participated in multiple email correspondence, attendance to meetings for public relations and supplemental field visits for individual meetings with residents and Town officials to answer questions, complaints, schedules, etc. during construction.

*Construction Office Support + Documentation*

N+P is continually providing daily assistance between the Town, Contractor, and Inspection staff to provide the best coordination and construction practices for the community and Town.

N+P has been providing monthly invoice review and payment recommendations to assist with expediting payments for the Contractors to continue working at a high productive rate. These monthly invoice reviews require both additional time for the field inspector to track, coordinate and review quantities against the Contractors claims as well as office support providing review, approvals, signatures and packaging of submission to the Town and GOSR.

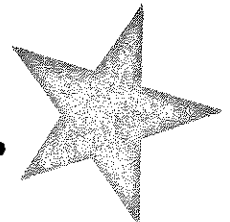
N+P has attended multiple meetings with the Town officials as well as on-site meetings with the residents to assist with public relations and construction resolutions to meet the project goals.

*Construction Conflict + Design Field Changes*

N+P has continually conducted field investigation and office research for adjustments, field changes and design alternations to overcome utility conflicts discovered during field construction. Specific to the Iroquois section of the project, the Contractor encountered countless sewer house service conflicts due to a high existing sewer main that was present at the Nassau Road segment. N+P staff had to resolve these conflicts by providing additional field elevation information which was then transposed onto profiles for a visual representation of the proposed drainage installs with respect to the conflict at existing house service laterals.

*Construction Office Support for Contractor Change Order Requests*

N+P has reviewed, contested and negotiated any requests for change orders based on site conditions and unforeseen construction conflicts. Each review requiring research and communications between the Contractor before submitting for review by the Town and GOSR.



**Task 2:**

*Drainage Re-Design + New Drainage Plans (Brockmeyer)*

Due to public aversion to the original proposed drainage improvements to Brockmeyer Drive, the Town requested N+P's assistance with reevaluating the drainage design and incorporating the public's request for use of the park area to remain while ultimately resulting in the same end goal for drainage improvements. N+P provided additional drainage options, incorporating overall improvements to the existing while considering the community's request, reevaluating the drainage storage calculations, and drafting new plan designs incorporating the changes.

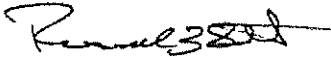
*Change Order Bid Items, Specifications and Coordination with Contractor*

N+P compiled updated contract bid items and specifications for the design changes, proceeded with coordination, review and value engineering to the design based on the change order pricing and information received by the Contractor to ensure the best price and product for the Town.

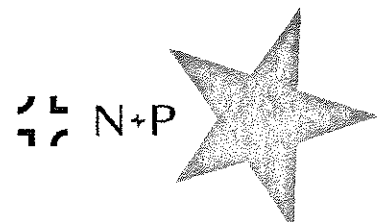
Thank you for the opportunity to present this request for an additional \$333,221.00. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me or Joseph Deluca, PE at 631.427.5665 or via e-mail at [rscott@nelsonpope.com](mailto:rscott@nelsonpope.com) / [jdeluca@nelsonpope.com](mailto:jdeluca@nelsonpope.com).

Yours truly,

NELSON + POPE



Russell Z. Scott, PE  
Senior Partner





**Governor's Office of Storm Recovery  
Cost Reasonableness Memorandum  
For A/E Services**

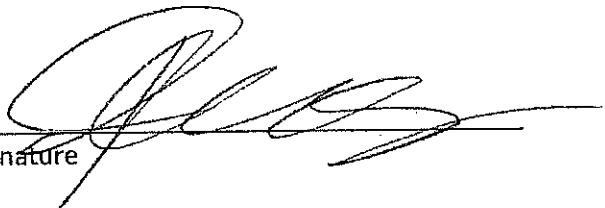
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The following observations are based on CSA's evaluation of the documents reviewed:

1. The Cost Price Summary submitted by N&P was in the amount of **\$333,221.00**. The proposal submittal information also included the associated Overhead **(150.00%)** & Profit **(10%)** percent used in the calculation for their submitted costs. **CSA recommends that the Town obtain a Current Overhead Audit report and Certified payroll information from N&P prior to final acceptance.**
2. NP's additional Construction Management Services cost for the associated scope of work is **17.81% (\$50,371.00) more** than the amount forecasted in the ICE. CSA finds the costs for the required scope of services high. It is CSA opinion that this difference is primarily due to the cost associated with large effort proposed for the Senior Technicians Inspection Services.
3. The composite billing rate forecasted by the ICE is **\$128.57 / Hr. with 2200.00 hours** of effort. The composite billing rate in NP's proposal is **\$141.80 /Hr. with 2350.00 hours** of effort. NP's Composite billing rate is **10.29% (\$13.23/Hr.) more** that the amount forecasted in by the ICE. CSA finds the Composite Billing Rate slightly high.
4. NP's Proposal did not include Other Direct Costs (ODC's). The ICE forecasted an ODC amount for the required services of \$14,140.00. CSA recommends that the Town obtains confirmation from NP that the work can be completed successfully without the need for ODC's.
5. NP's total proposed costs for the required services is **\$333,221.00**. The ICE forecasted an amount of \$296,990.00. This is **12.20% (\$36,231.00) more** than the amount forecasted by the ICE. CSA finds the total costs for the required scope of services high. **It is CSA opinion that a more reasonable cost for the associated services is \$326,600.00.**

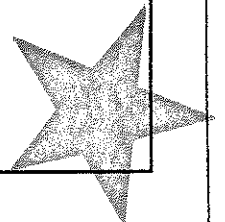
*CSA has reviewed the price data, technical and construction requirements for the project by the selected firm and has determined as explained above that \$326,600.00 is a reasonable amount for the required services.*

Signature



July 29, 2022

Date



Meeting of May 22, 2018

Resolution No. 295-2018

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 19, 2018, advised that, in connection with Contract No. H18-171-P3, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 3, Outfall 31 System, Outfall 114 System, and Outfall 128 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P3, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P3 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding of this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a required consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P3 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to execute a required consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

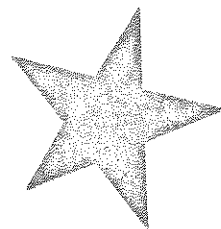
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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Absent
Councilwoman Alesia	Nay
Councilwoman Johnson	Recused
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor  
Town Attorney  
Comptroller  
Intergovernmental Affairs  
Public Works

Reviewed By  
Office of Town Attorney  
*[Signature]*



Meeting of September 13, 2022

Resolution No.643-2022

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, the Town Board authorized N&P Engineering, Architecture and Land Surveying, PLLC to provide On-Call Civil Engineering Services pursuant to Contract No. PWC07-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Russell Z. Scott, PE, Senior Partner, N&P Engineering, Architecture and Land Surveying, PLLC, by letter dated August 23, 2022, described the scope of work to be performed under Contract No. PWC07-22, including design, bid and construction services for the installation of synthetic turf at Marino Field baseball infields, Oyster Bay; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 29, 2022, requested Town Board authorization for N&P Engineering, Architecture and Land Surveying, PLLC, to provide the aforesaid On-Call Engineering Services under Contract PWC07-22, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$115,640.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2002 001; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and N&P Engineering, Architecture and Land Surveying, PLLC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC07-22; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$115,640.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2002 001.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

AUGUST 29, 2022

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT : ON-CALL ENGINEERING SERVICES REQUEST RELATIVE TO  
CIVIL ENGINEERING – MARINO FIELD SYNTHETIC TURF INSTALLATION  
CONTRACT NO. PWC-07-22  
ACCOUNT NO.: PKS-H-7197-20000-000-2002-001  
PROJECT ID NO. 2002 PKSA-03

The consultant, N & P Engineering, Architecture and Land Surveying, PLLC has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC-07-22 by Resolution No. 739-2021 for the subject project.

Attached is a letter dated August 23, 2022 from N & P Engineering, Architecture and Land Surveying, PLLC regarding the scope of work to be performed in an amount not to exceed \$115,640.00. At this time, funds are required for engineering services for design, bid and construction services for the installation of synthetic turf at Marino Field baseball infields under said on-call as described in the attached letter from N & P Engineering, Architecture and Land Surveying PLLC.

Attached is an availability of funds in the amount of \$115,640.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-2002-001, PROJECT ID. 2002 PKSA-03.

The Office of the Inspector General has reviewed the contract and the proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by Resolution N & P Engineering, Architecture and Land Surveying PLLC, under Contract No. PWC07-22, for on-call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



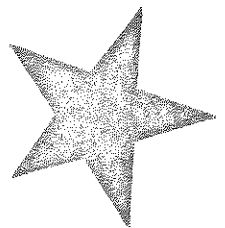
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/  /MR/nm

Attachment

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner / Parks

Pwc07-22 N&P Marino field turf





ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT  
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department

PARKS

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC07-22

Contract Period 1/1/2022 - 12/31/2023

Consultant/Contractor N&P ENGINEERING, ARCHITECTURE AND LAND SURVEYING, PLLC

Discipline CIVIL ENGINEERING

Total Authorization ~~\$168,100.00~~ 183,740.00

Resolution No. 739-2021 Date 12/7/2021

Funded To Date \$50,550.00

Amount Requested \$115,640.00

Account To Be Used PKS-H-7197-20000-000-2002-001 2002PKS-H-03

If Capital Account, State The Related Contract Number: NA

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

ENGINEERING SERVICES FOR SYNTHETIC TURF INSTALLATION

MARINO FIELD, OYSTER BAY

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$                     

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]  
Title COMMISSIONER / PARKS  
Date 8/29/22

Signature [Signature]  
Title Commissioner of Public Works  
Date 8-29-22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 115,640.00

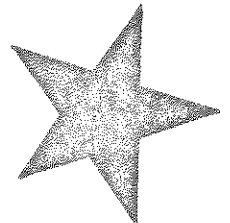
Unencumbered Balance 750,332.99

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature [Signature]

Date 8/29/22





August 23, 2022

Richard W. Lenz, P.E.  
Commissioner of Public Works/Highway  
Town of Oyster Bay  
150 Miller Place  
Syosset, New York 11791

Re: Scope & Fee for Professional Services for  
Improvements to Marino Memorial Park, Oyster Bay  
PWC 07-22 – “On-Call” Civil Engineering

Dear Commissioner Lenz:

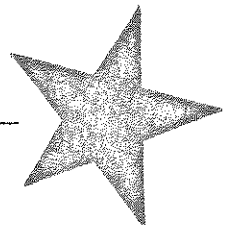
In response to your request for a proposal to provide engineering services for the above referenced project, Nelson + Pope is pleased to provide the following scope of services and related cost breakdown. Our firm's commitment to quality along with our staff's professionalism will ensure the completed work product measures up to the Town's standards. For your ease of reference, the proposal is formatted as follows:

- Project Description
- Project Organization
- Project Rate Schedule
- Scope of Services
- Exhibit B – Manpower Table

We would like to take this opportunity to express our gratitude for your consideration and add that our technical ability will ensure a successful project. If you have any questions or would like to discuss the proposal, please do not hesitate to contact me.

Respectfully submitted,  
NELSON + POPE

Russell Z. Scott, PE  
Senior Partner



### **Project Description**

The Town of Oyster Bay intends to replace the existing natural turf field and additional improvements at Marino Memorial Park, on Berry Hill Road

The following is the scope as understood by Nelson + Pope:

- Replacement of the existing natural turf field which had been installed over fifteen years ago with a synthetic turf infield.
- Modify the grading and design for the installation of an underdrainage system and perform the necessary drainage calculations.
- Review the design for potential different size basepaths
- Potential fence and backstop upgrades

The scope of work as understood and described above is the basis of this proposal.

### **Project Organization**

Bruce Mawhirter, PE will serve as the Project Manager for Nelson + Pope, with necessary oversight and quality assurance provided by Russell Z. Scott, PE and Joseph Epifania PE.

### **Project Rate Schedule**

The consultant fee for the services provided under this proposal will be billed at time rates based on Nelson + Pope's latest billing rate schedule per our On-Call Civil Engineering Contract (PWCO07-20) with the Town of Oyster Bay.

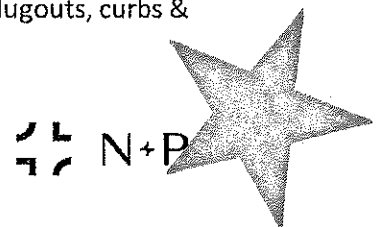
### **Scope of Services and Fees:**

#### **Part A -Preparation of Construction Documents**

##### ***1. Surveying & Preparation of Mapping at the proposed project locations:***

Base mapping will be prepared in Autocad and will include all data needed to prepare biddable design documents for the synthetic turf field replacement and any associated incidental site improvements.

A detailed topographic survey will be prepared utilizing high accuracy GPS and standard surveying equipment to collect elevations on a 25' grid within the existing athletic field as well as the site immediately adjacent to the field. Elevations and topographic survey will be in a localized system. Based on the collected survey data, N+P will prepare base mapping in AutoCAD format in accordance with the Town standard plan and preparation criteria. The base mapping shall be prepared at an appropriate scale and shall include all existing planimetric features such as, but not limited to: existing synthetic turf surface & field markings/stripping, baseball dugouts, curbs &



walls, sidewalks, fencing, sports field lighting poles, scoreboard, drainage structures, utility poles, valves, manholes, any other surface utility indications observed within the study area.

The base mapping will be prepared in accordance with Town of Oyster Bay's standard plan preparation criteria. During the mapping phase, Nelson + Pope staff will make site visits to familiarize themselves with the project area and physical conditions. If necessary, utilities owners will be contacted, and record drawings will be obtained and reviewed. Any pertinent information gathered from record drawings, will be added to the base mapping.

## ***2. Preparation of Site Plans:***

Nelson + Pope will prepare Construction Plans and bid documents for the improvements as stated above. The final Construction Plans will be prepared in accordance with current Town of Oyster Bay Department of Public Works plan preparation standards.

The Construction Plans will include the following at a minimum:

- Title Sheet
- Existing Conditions / Demo Plan
- Site Layout & Materials Plan
- Site Grading & Drainage Plan
- Typical Sections and Miscellaneous Details

The Town's standard specifications will be utilized, and special technical specifications will be developed as required.

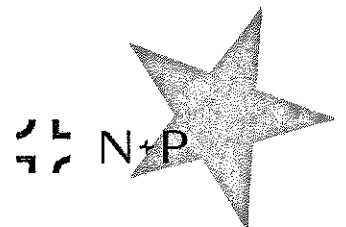
Nelson + Pope will prepare construction cost estimates of the proposed improvements and will review with the Town to ensure the project is within the Town's budget.

Where applicable, Nelson + Pope will submit progress prints and estimates to the Town of Oyster Bay for review. Upon development of a final approved documents, the electronic files will be supplied to the Town as requested.

## ***3. Bid Assistance and Review:***

Nelson + Pope will utilize the Town's latest standard contract 'boiler plate' (General Conditions, Supplemental General Conditions and Standard Town Forms) and provide the Town with a complete bid book. Included in the bid book will be a complete set of bid specifications and bid sheets in a form acceptable to the Town and N+P will coordinate for the bid dates, and issuance of the 'Notice to Bidders.' N+P will deliver approximately 5 complete sets of plans and bid books and electronic pdf's on cd's as directed by the Town.

During the bid process, N+P will assist the Town any addendum required.





Nelson+ Pope will assist the Town in review of bid responses for conformance with bid requirements. In addition, N+P will review the bidder's unit price cost prices, cost extensions and bidder qualifications, along with providing an analysis of the bids and make recommendations for award in written form to the Town.

**Preparation of Construction Documents Task Fee: Time Rates**  
**Not to Exceed: \$ 83,000.00**

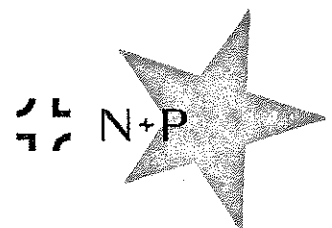
#### **Part B -Construction Administration**

Nelson + Pope will verify progress and completion of the work through full time site inspections

The services to be provided by the construction support and inspection staff will include, but are not limited to, the following:

- Coordinate implementation of Work Zone Traffic Control plan developed for the project;
- Assist with coordination of various activities between the contractor, utility companies, and the Town representatives prior to and during construction;
- Take before, during and after photographs;
- Coordinate with local residents, businesses, police, fire & safety officials and municipal agencies;
- Review contractor's proposals for modifications or substitutions and evaluate claims;
- Review manufacturer's certifications for substantial conformance with the specifications;
- Review contractor's submittals including work schedule, list of subcontractors and suppliers; monitor work schedule and address changes at weekly job meetings;
- Prepare change orders as the project requires for approval with the Town;
- Resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications;
- Observe and record work performed and maintain records in MURK formats;
- Observe that the contractor is in substantial compliance with the requirements of the approved plans and specifications;
- Prepare monthly contractor estimates and review contractor's claims for payment;
- Prepare periodic punch lists for the completion and/or repair of improvement items as required;
- Assist the Town with any forms and documentation needed from the Contractor

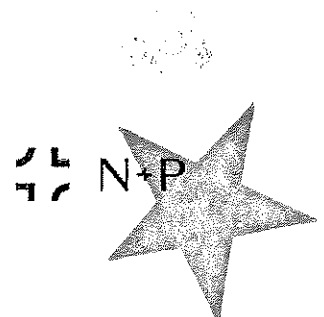
It is assumed that the Contractor's work will be approximately 5 weeks and the budget below is based on these assumptions. Full time inspection will be based on 8 hours a day for the 5 weeks with 8 hours per week for office support.



Construction Administration Task Fee: Time Rates  
Not to Exceed: \$ 32,600.00

Summary

Preparation of Construction Documents	\$83,000.00
Construction Administration	<u>\$ 32,600.00</u>
TOTAL	\$115,640.00



Meeting of December 7, 2021

Resolution No. 739-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services Relative to Civil Engineering was issued in accordance with the specifications contained in Contract No. PWC07-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, the Office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

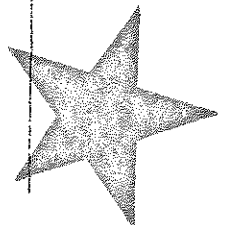
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

Reviewed By  
Office of Town Attorney



WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on August 10, 2022, for Contract No. DP22-236, Tobay Beach Marina Bulkhead Upgrades, Massapequa, New York, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 29, 2022, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP22-236 were reviewed by D&B Engineers and Architects, DPC; and

WHEREAS, by letter dated February 24, 2021, D&B Engineers and Architects, DPC, recommended the award of Contract No. DP22-236 to Galvin Bros. Inc./Madhue Contracting, Inc., a joint venture, the lowest responsive and responsible bidder among fifteen (15) bids received, in the amount of \$3,057,400.00; and

WHEREAS, as per Town policy, in the amount of \$152,870.00 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$3,210,270.00; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of D&B Engineers and Architects, DPC, and recommended the award of Contract No. DP22-236, to Galvin Bros. Inc./ Madhue Contracting, Inc., a joint venture, the lowest responsive and responsible bidder, in the amount of \$3,057,400.00, and \$152,870.00 for potential quantity increases, for a total bid encumbrance of \$3,210,270.00; and

WHEREAS, the estimated construction time for completion of the contract is one hundred and twenty (120) calendar days, with funds to be drawn from Accounts No. HWY H 7197 20000 000 2102 001, Project ID No. 2102 PKSA 04 (\$1,514,780.25) and HWY H 7197 20000 000 2202 001, Project ID No. 2102 PKSA 04 (\$1,695,489.75); and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Bids, the Contract, and the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. DP22-236 is awarded to Galvin Bros. Inc./ Madhue Contracting, Inc., a Joint Venture, in an amount not to exceed \$3,210,270.00, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

*Ops*  
Reviewed By  
Office of Town Attorney

RESOLVED, That the funds for said payment shall be drawn from Accounts No. HWY H 7197 20000 000 2102 001, Project ID No. 2102 PKSA 04 (\$1,514,780.25) and HWY H 7197 20000 000 2202 001, Project ID No. 2102 PKSA 04 (\$1,695,489.75); and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$3,210,270.00, upon presentation of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

August 29, 2022

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
TOBAY BEACH MARINA BULKHEAD UPGRADES  
MASSAPEQUA, NEW YORK, CONTRACT NO. DP22-236  
ACCOUNT NO. PKS-H-7197-20000-000-2102-001, PROJ. ID # 2102 PKSA 04  
PKS-H-7197-20000-000-2202-001, PROJ. ID # 2202 PKSA 04

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On August 10, 2022, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Galvin Bros. Inc./Madhue Contracting, Inc. a joint venture, Federal Id# 26-4699648 submitted the lowest responsive bid among four (4) in the amount of \$3,057,400.00.


Attached is a letter dated August 24, 2022 from the office of D&B Engineers and Architects, DPC, recommending the award of this contract to Galvin Bros. Inc./Madhue Contracting, Inc. a joint venture in the amount of \$3,057,400.00. In accordance with Town policy, an additional \$152,870.00 shall be encumbered for potential quantity increases, for a total bid encumbrance amount of \$3,210,270.00.

The construction time for completion of the subject contract is 120 calendar days. Funds are available for the subject contract work in Account Nos.:

- PKS-H-7197-20000-000-2102-001, PROJ. ID # 2102 PKSA 04 (\$1,514,780.25 )
- PKS-H-7197-20000-000-2202-001, PROJ. ID # 2202 PKSA 04 (\$1,695,489.75 )

The Office of The Inspector General has reviewed the contract and proposed vendors' disclosure questionnaire and is satisfied that the procurement Policy has been fulfilled.

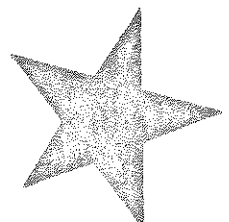
We concur with the recommendation of D&B Engineers and Architects, DPC, and request that the Town Board take action on September 13, 2022 and award Contract No. DP22-236 to Galvin Bros. Inc./Madhue Contracting, Inc. a joint venture in the total encumbrance amount of \$3,210,270.00.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/JC/MR/SJ/nm

Attachment

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner / Parks Department





330 Crossways Park Drive, Woodbury, New York 11797  
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

**Board of Directors**

Steven A. Fangmann, P.E., BCEE  
*President & Chairman*

Robert L. Raab, P.E., BCEE, CCM  
*Senior Vice President*

William D. Merklin, P.E.  
*Senior Vice President*

August 24, 2022

John Tassone, Deputy Commissioner  
Town of Oyster Bay Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Re: Town of Oyster Bay Department of Public Works  
TOBAY Beach Marina Bulkhead Upgrades  
Contract No. DP22-236  
Bid No. PW 039-22  
D&B No. 5606

Dear Mr. Tassone:

On August 10, 2022, the following bidders' sealed proposals were opened and read aloud at the Town of Oyster Bay Town Hall West in Oyster Bay, New York:

Galvin Brothers, Inc./Madhue Contracting, Inc. ....	\$3,057,400.00
Woodstock Construction Group, LTD .....	\$3,616,000.00
Terry Contracting & Materials, Inc. ....	\$3,883,748.00
H&L Contracting, LLC .....	\$4,507,689.00

The apparent low bid value is \$3,057,400.00 which compares favorably to the value of the Engineer's estimate for the project which was \$3,312,500.00. This bid was submitted by a Joint Venture between Galvin Brothers, Inc. and Madhue Contracting, Inc.

After a thorough review of the bid proposals and the Joint Venture's references, as well as conducting a pre-award phone conference, D&B Engineers and Architects, D.P.C. finds no reason for the Town of Oyster Bay Department of Public Works to not award the contract to the Galvin Brothers, Inc./ Madhue Contracting, Inc. Joint Venture in the amount of their low bid of \$3,057,400.00. Upon notice of award, the awardee will be requested to provide all specified proof of insurance and bonds to the Town for review. A bid tabulation is attached to this letter.

If you have any questions, please feel free to call me (516) 364-9890, Ext. 3401.

Very truly yours,

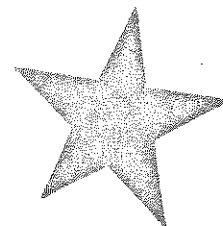
Philip R. Sachs, P.E.  
Vice President

PRS/FMt/kb  
Enclosure

cc: R. Lenz (TOB)  
M. Russo (TOB)  
S. Jordan (TOB)  
F. Merklin (D&B)

♦5606\PRS082422JT-Ltr

*"Facing Challenges, Providing Solutions... Since 1965"*



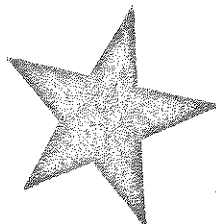


**D&B ENGINEERS  
AND ARCHITECTS**

Town of Oyster Bay Department of Public Works  
Tobay Beach Marina Bulkhead Upgrades  
Contract No. DP22-236  
Bid No. PW 039-22

**Bid Summary Sheet**

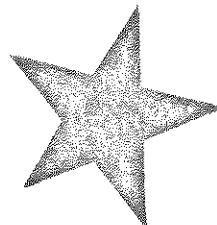
Item	Unit	Est. Quant.	Description	Galvin Brothers, Inc.		Terry Contracting & Materials, Inc.		H&L Contracting LLC		Woodstock Construction Group	
				Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid
1	LS	-	BASE BID TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND APPURTENANCES TO COMPLETE ALL WORK DESCRIBED IN THE CONTRACT DRAWINGS AND SPECIFICATIONS AND EXCLUDING THE VALUES FOR BID ITEMS 2 - 12 BELOW.	\$344,000.00	\$344,000.00	\$710,956.00	\$710,956.00	\$960,000.00	\$960,000.00	\$485,000.00	\$485,000.00
2	SY	2,600	ALL LABOR, MATERIALS, EQUIPMENT AND APPURTENANCES TO REMOVE AND DISPOSE OF OFF-SITE, EXISTING ASPHALT PAVEMENTS AND SOILS TO A DEPTH OF 10-INCHES BELOW EXISTING GRADE IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS, MEASURED IN-PLACE PRIOR TO REMOVAL.	\$40.00	\$104,000.00	\$35.00	\$91,000.00	\$32.00	\$83,200.00	\$60.00	\$156,000.00
3	SY	2,600	ALL LABOR, MATERIALS, EQUIPMENT AND APPURTENANCES TO FURNISH AND INSTALL NEW ASPHALT PAVEMENTS, INCLUDING AGGREGATE BASE, IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.	\$44.00	\$114,400.00	\$102.00	\$265,200.00	\$52.00	\$135,200.00	\$150.00	\$390,000.00
4	CY	1,500	ALL LABOR, MATERIALS, EQUIPMENT AND APPURTENANCES TO EXCAVATE, Dewater, HANDLE AND DISPOSE OF DREDGE SPOILS ON-SITE IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.	\$180.00	\$270,000.00	\$69.00	\$103,500.00	\$69.00	\$103,500.00	\$250.00	\$375,000.00
5	LS	-	ALL LABOR, MATERIALS, EQUIPMENT AND APPURTENANCES TO COMPLETE ALL WORK RELATED TO THE DEMOLITION OF THE EXISTING BULKHEAD STRUCTURE AND RESTRAINT SYSTEM AND DISPOSE OF OFF-SITE IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.	\$362,000.00	\$362,000.00	\$246,753.00	\$246,753.00	\$386,000.00	\$386,000.00	\$250,000.00	\$250,000.00
6	LS	-	ALL LABOR, MATERIALS, EQUIPMENT AND APPURTENANCES TO COMPLETE ALL WORK RELATED TO FURNISHING AND INSTALLING THE NEW BULKHEAD STRUCTURE AND RESTRAINT SYSTEM IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.	\$1,653,000.00	\$1,653,000.00	\$2,216,746.00	\$2,216,746.00	\$2,391,289.00	\$2,391,289.00	\$1,645,000.00	\$1,645,000.00
7	EA	5	ALL LABOR, MATERIAL, EQUIPMENT AND APPURTENANCES TO COMPLETE ALL WORK RELATED TO THE RELOCATION OF EXISTING SITE LIGHTING ASSEMBLIES AND ASSOCIATED CIRCUIT MODIFICATIONS TO ACCOMMODATE THE NEW BULKHEAD RESTRAINT SYSTEM IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.	\$4,000.00	\$20,000.00	\$7,589.00	\$37,945.00	\$27,000.00	\$135,000.00	\$4,000.00	\$20,000.00
8	LS	-	ALL LABOR, MATERIAL, EQUIPMENT AND APPURTENANCES TO REMOVE AND DISPOSE OF EXISTING CONCRETE FOUNDATION IN THE DREDGE SPOILS DISPOSAL AREA IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.	\$35,000.00	\$35,000.00	\$10,148.00	\$10,148.00	\$86,000.00	\$86,000.00	\$10,000.00	\$10,000.00





**Bid Summary Sheet**

Item	Unit	Est. Quant.	Description	Galvin Brothers, Inc.		Terry Contracting & Materials, Inc.		H&L Contracting LLC		Woodslock Construction Group	
				Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid
9	CY	500	ADDITIONAL WORK TO EXCAVATE EXISTING UNSUITABLE MATERIALS BEYOND THE LINES AND GRADES SHOWN ON THE CONTRACT DRAWINGS AND DISPOSE OF OFF-SITE IN ACCORDANCE WITH SPECIFICATION SECTION 02200 AS DIRECTED BY THE ENGINEER.	\$30.00	\$15,000.00	\$80.00	\$40,000.00	\$96.00	\$48,000.00	\$200.00	\$100,000.00
10	CY	500	ADDITIONAL WORK TO FURNISH, PLACE AND COMPACT SELECT FILL IMPORTED FROM AN OFF-SITE SOURCE TO REPLACE UNSUITABLE MATERIALS EXCAVATED BEYOND THE LINES AND GRADES SHOWN ON THE CONTRACT DRAWINGS, AND IN ACCORDANCE WITH SPECIFICATION SECTION 02200 AS DIRECTED BY THE ENGINEER.	\$30.00	\$15,000.00	\$73.00	\$36,500.00	\$69.00	\$34,500.00	\$100.00	\$50,000.00
11	LS	-	ALLOWANCE FOR PROVIDING MISCELLANEOUS ADDITIONAL WORK AT THE SITE AS DIRECTED BY THE OWNER.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
12	LS	-	ALLOWANCE FOR MODIFICATIONS TO THE EXISTING FLOATING DOCKS AS REQUIRED TO ACCOMMODATE THE CONSTRUCTION OF THE NEW BULKHEAD STRUCTURE.	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
TOTAL AMOUNT OF BID ITEMS 1 THROUGH 12					\$3,057,400.00		\$3,893,748.00		\$4,507,888.00		\$3,616,000.00



Meeting of September 13, 2022

Resolution No.645-2022

WHEREAS, by Resolution No. 749-2021, adopted on December 7, 2021, the Town Board authorized Nassau Suffolk Engineering & Architecture, PLLC to provide On-Call Engineering Services related to architecture, pursuant to Contract No. PWC22-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Ryan Rosenberg, AIA, NCARB, CSI-EP, Senior Architect, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated June 22, 2022, described the scope of work to be performed under Contract No. PWC22-22, including design, bid and inspection of shoring and selective demolition services regarding the renovation and historic preservation of The Mill Pond House; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 29, 2022, requested Town Board authorization for Nassau Suffolk Engineering & Architecture, PLLC, to provide the aforesaid On-Call Engineering Services under Contract No. PWC22-22, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$79,000.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 1902 001; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Nassau Suffolk Engineering & Architecture, PLLC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC22-22; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$79,000.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 1902 001.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

WAS  
Reviewed By  
Office of Town Attorney

645

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

August 29, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO ARCHITECTURE  
CONTRACT NO. PWC22-22  
ACCOUNT NO.: PKS H 7197 20000 000 1902 001  
PROJECT ID NO. 1902 PKSA 08

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The consultant, Nassau Suffolk Engineering & Architecture, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC22-22 by Resolution No. 749-2021 for the subject project.

Attached is a letter dated June 22, 2022 from Nassau Suffolk Engineering & Architecture, PLLC regarding the scope of work performed in an amount not to exceed \$79,000.00. Funds are required for design, bid, and inspection of shoring and selective demolition services regarding the renovation and historic preservation of The Mill Pond House as described in the attached letter from Nassau Suffolk Engineering & Architecture, PLLC.

Attached is an availability of funds in the amount of \$79,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 1902 001, Project ID No. 1902 PKSA 08.

The Office of the Inspector General has reviewed the contract and the proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

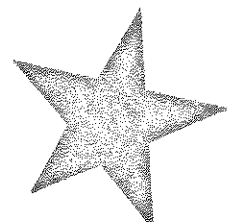
It is hereby requested that the Town Board authorize by Resolution, Nassau Suffolk Engineering & Architecture, PLLC under Contract No. PWC22-22 for On-Call Engineering Services Relative to Architecture and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/UCV/MR/SJ/nm

Attachments

cc: Steve C. Ballas, Comptroller  
Joseph G. Pinto, Parks Commissioner  
PWC22-22 Docket Funding Mill Pond House 79000





ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT  
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department

Parks

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC22-22

Contract Period January 1, 2022 through December 31, 2023

Consultant/Contractor Nassau Suffolk Engineering & Architecture, PLLC

Discipline Architecture

Total Authorization \$207,900.00

Resolution No. 749-2021 Date 12/7/2021

Funded To Date \$128,900.00

Amount Requested \$79,000.00

Account To Be Used PKS-H-7197-20000-000-1902-001 Project DPW/902PKSA-08

If Capital Account, State The Related Contract Number: DP21-216

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

Funds are required for design, bid, and inspection of shoring and demolition services

regarding the renovation and historic preservation of The Mill Pond House in Oyster Bay

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$                     

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title COMMISSIONER OF PARKS

Title Commissioner of Public Works

Date 7-6-22

Date 7-6-22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

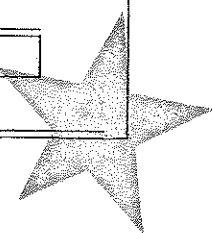
Amount Requested 79,000.00

Unencumbered Balance 201,126.94

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature]

Date 8/23/22





# TOWN OF OYSTER BAY

## WORK ORDER



*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2022

Contract No. PWC22-22

Contract End 12/31/2023

Commencement Date \_\_\_\_\_

**No claim shall be paid for work performed prior to the Commencement Date**

Vendor Name and Address

Nassau Suffolk Engineering & Architecture, PLLC

801 Motor Pkwy.

Hauppauge, NY 11788

Requesting Town Department Parks

Contact Sean Jordan Phone 677-5116

Description of Work to be Performed (Attach Detail If Necessary)

Funds are required for design, bid, and inspection of shoring and demolition services

regarding the renovation and historic preservation of The Mill Pond House.

Mill Pond House in Oyster Bay.

**This work order shall not exceed \$ \$79,000.00**

*Please notify the above mentioned contact person 48 hours prior to commencing any work.*

**Requesting Division/Department**

**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature [Signature]

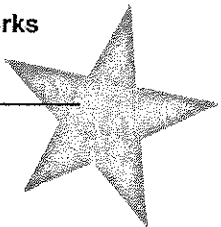
Signature [Signature]

Title COMMISSIONER OF PARKS

Commissioner of Public Works

Date 7/6/22

Date 7/6/22





NASSAU SUFFOLK  
ENGINEERING &  
ARCHITECTURE, PLLC

June 22, 2022

Via Email ([rlenz@oysterbay-ny.gov](mailto:rlenz@oysterbay-ny.gov)) and U.S. Mail

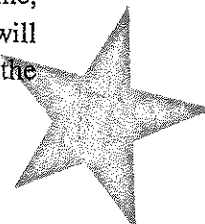
Richard W. Lenz, P.E.  
Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Re: **DPW Contract No:** PWC22-22  
**DPW Contract Name:** On-Call Engineering Services Relative to Architecture  
**Task:** Mill Pond House Restoration  
**Funding Request Amount:** \$79,000.00  
**NSEA#:** N-40:2002

Dear Commissioner Lenz:

Nassau Suffolk Engineering & Architecture, PLLC ("NSEA") is pleased to submit this proposal for professional services with respect to the completion of the selective demolition and exterior restoration and safeguarding of the Mill Pond House at 1065 West Shore Road, Oyster Bay, NY on behalf of the Town of Oyster Bay ("Town"). NSEA's prior agreement regarding the Mill Pond House Restoration and Safeguarding expired on December 31, 2021 and as a result of extensions of time on the project due to the later mentioned latent defects within the house, NSEA is submitting a proposal to you for the scope remaining to assist the Town in the completion of the its current contract with Lipsky Enterprises, Inc. ("Lipsky"). Please recall that all work shall be in conformance with Town Landmarks Preservation Commission ("LPC") Resolution NOS. 1-2019, 4-2019, and 5-2019; any proposed renovations and / or repairs to the primary structure should be reviewed by the LPC prior to the commencement of any building deconstruction.

This project shall include the completion of existing structural shoring and selective demolition of the primary structure to protect it from natural elements as prescribed under LPC Resolution NO. 1-2019 and the assist the Town in administering its current Contract No. DP21-216 with Lipsky. To date, the selective demolition process has revealed numerous latent defects in existing structural and hazardous condition of the building due to fire damage and subsequent exposure to the elements. Such latent defects caused significant damage to the building's foundation, frame, structure, mechanical, electrical systems, and interior finishes. Under this agreement, NSEA will continue to monitor the structural shoring and stability of the building and administer the



Richard W. Lenz, P.E., Commissioner  
June 22, 2022  
Page 2 of 4

remaining scope of Contract No. DP21-216. NSEA will also generate a letter report with findings and analysis of the structure, updated cost of work estimate and recommendations on next steps following the conclusion of work in the above stated Contract No. DP21-216.

Please see the photographs attached which reflect the deteriorated condition (discussed above) of the building uncovered by the work done to date.

Below are a breakdown of NSEA services discussed for the Town's convenience:

**Completion of Investigation/ Selective Demolition Phase Services:**

- Prepare letter report, presentation and updated estimate for cost of work;
- Provide periodic construction observation for selective demolition and shoring work;
- Provide periodic construction observation for demolition, siding remediation and installation of the "fire damaged" portion of the house under Lipsky Change Order;
- Provide project close out for current Lipsky contract; and,
- Attend LPC meetings / hearings as necessary.

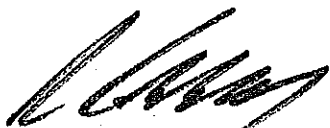
NSEA estimates its fee for this phase of the assignment to be \$79,000 as follows:

- Principal Architect 40 hours @ \$175/hr = \$7,000
- Senior Architect 240 hours @ \$175/hr = \$42,000
- Field Inspector 200 hours @ \$150/hr = \$30,00

Based on the scope of professional services as described above, NSEA respectfully requests funding in the amount of \$79,000.00 under our two (2) year contract term commencing January 1, 2022 through December 31, 2023.

Please feel free to contact us if you have any questions or need further information.

Yours truly,  
NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

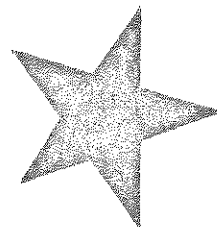


Ryan Rosenberg, NCARB, AIA, CSI-EP  
Senior Architect

Enc.

cc: John Tassone, Deputy Commissioner, Department of Public Works (via Email)  
Sean Jordan, Department of Public Works (via Email)  
Michael W. Spinelli, AIA, NSEA, President (via Email)

Nassau Suffolk Engineering & Architecture, PLLC



Meeting of December 7, 2021

Resolution No. 749-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Architecture was issued in accordance with the specifications contained in Contract No. PWC22-22 for a two (2) year contract term commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to that Request for Proposals, eleven (11) responses were received by the Division of Engineering, and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in accordance with the Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineers and Architects, DPC, and Mark Design Studios Architecture, P.C., and

WHEREAS, Commissioner Lenz, by Highway memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract PWC22-22 On-Call Engineering Services, relative to Architecture, with H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineering and Architects, DPC, and Mark Design Studios Architecture, P.C. for a two (2) year term, commencing on January 1, 2022 through December 31, 2023, and

WHEREAS, the Inspector General has reviewed the Request for Proposals and the proposed vendor's disclosures, and is satisfied that the Procurement Policy has been satisfied, and

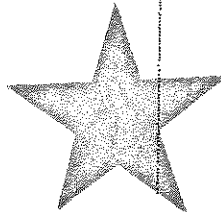
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC22-22, On Call Engineering Services relative to Architecture, with H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineers and Architects, DPC, and Mark Design Studios Architecture, P.C., for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

Reviewed By  
Office of Town Attorney  
*Dominica Walke*





Meeting of September 13, 2022

Resolution No.646-2022

WHEREAS, Nancy Orlando, District Secretary, Jericho Fire District, 424 North Broadway, Jericho, New York, by letter dated July 25, 2022, requested the use of a roll-off container, to be delivered on Friday, October 7, 2022, to 411 North Broadway, Jericho, New York 11753, and collected on Monday, October 10, 2022, for their annual Fire Prevention Day, to be held on Sunday, October 9, 2022, at Jericho Fire District Station No. 1; and

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated August 22, 2022, requested that the Town accommodate the request by providing a roll-off container for the Jericho Fire District's annual Fire Prevention Day, to be held on October 9, 2022, which roll-off container is to be delivered on Friday, October 7, 2022, and collected on Monday, October 10, 2022, without charge, as the event does not constitute a profit-making event as defined by Town Code; and

WHEREAS, the Town deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of this request will benefit the residents of the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Sanitation is authorized to provide use of a roll-off container, to be delivered on Friday, October 7, 2022, and collected on Monday, October 10, 2022, without charge, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of Sanitation, or his duly authorized designee;

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; and

3. The said organization shall provide a Certificate of Insurance, indicating said organization maintains comprehensive general liability insurance, with minimum limits of commercial liability coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate coverage per year, and naming the Town as an additional insured, and shall provide a hold harmless agreement in favor of the Town in connection with the aforescribed activity; and

4. The event shall comply with all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled by the Town of Oyster Bay at any time to prevent harm to the population from the COVID-19 Virus, or from any other threat to public health and/or safety.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

**TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO**

August 22, 2022

TO: Memorandum Docket

FROM: Daniel M. Pearl, Commissioner of Sanitation

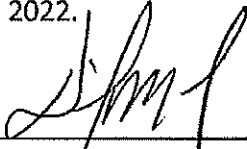
SUBJECT: Request: Jericho Fire Department  
424 North Broadway  
Jericho, New York 11753

Attached please find a copy of a letter received in this office from Nancy Orlando requesting a roll off container for their annual Fire Prevention Day. The container will be placed at 411 North Broadway, Jericho, on Friday, October 7, 2022, and collected on Monday, October 10, 2022.

An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay and have requested the use of a Town roll off container in connection with a profit-making or fundraising event, shall be charged two hundred fifty dollars (\$250.00) for each container load dumped."

It is our opinion that the annual Fire Prevention Day does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge.

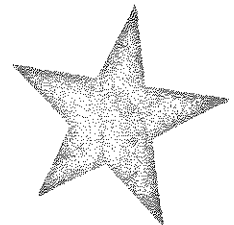
Attached please find their certificate of insurance, endorsement, and hold harmless agreement for the use of Town of Oyster Bay equipment by the Jericho Fire Department from Friday, October 7, 2022, through Monday, October 10, 2022.

  
\_\_\_\_\_  
Daniel M. Pearl Commissioner  
Department of Sanitation

DMP: cw

Attachments

cc: Frank M. Scalera, Town Attorney  
Steven Ballas, Comptroller



BRIAN J. KENNY  
Chairman

BRUCE L. FRIEDMAN, D.C.  
Vice Chairman

DAVID J. MARMANN, Sr.

FRANK V. SAMMARTANO

TED KETSOGLOU

**JERICO FIRE DISTRICT**  
424 NORTH BROADWAY  
JERICO, NEW YORK 11753-2105  
(516) 931-3546 Fax: 931-2385

REC'D BY HIGHWAY DEPT  
AUG 1 12 14

JOHN J. O'BRIEN  
District Supervisor

NANCY ORLANDO  
District Secretary

ANNE BACHTELER  
District Treasurer

- Kim  
- Bank

July 25, 2022

Supervisor R. Lenz  
Department of Sanitation  
54 Audrey Avenue  
Oyster Bay NY 11771  
Att: Cathy

Dear Cathy:

The Jericho Fire District would appreciate it if your department could supply a 20 yard roll-off dumpster. Sunday, October 9, 2021 is the day Jericho Fire Department will be holding their annual Fire Prevention Day at Jericho Fire District Station #1, located at 411 North Broadway, Jericho, N.Y. Could the dumpster be delivered on Friday, October 7, 2021 and picked up on Monday, October 10, 2022.

Enclosed please find a certificate of liability and endorsement for the use of the dumpster as well as the Town of Oyster Bay application.

Lastly, the District would like to request that the parking lot at 411 North Broadway be street cleaned on Friday, October 7. Please advise.

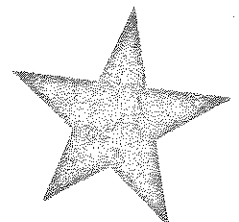
If you have any questions, please don't hesitate to contact me at 516-931-3546 ext 227. Thank you so much for your help.

Sincerely,

*Nancy Orlando*

Nancy Orlando  
District Secretary

Enc.



APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER )

PLEASE TYPE OR PRINT CLEARLY

Organization: Jericho Fire District  
Address: 424 No. Broadway Jericho NY 11753

Phone Number (Days): 516 931-3546

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: \_\_\_\_\_

411 No. Broadway Jericho NY 11753

Dates Container(s) Needed: From 10/7/22 To 10/10/22

Describe The Event For Which Container(s) Is/Are Requested: \_\_\_\_\_

Fire Prevention Day

Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Profit-Making? No

*I understand that this application is subject to the approval of the Town Board of the Town of Oyster Bay and that as a condition for such approval, a charge of \$250.00 for each container load impinged may be assessed for which I agree to assume responsibility.*

Signature: Tommy Orlando Date: 7/26/22

Title: District Secretary

Signature: \_\_\_\_\_ Date Received: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Picked Up: \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: W \$250 Charge Applies: YES \_\_\_\_\_ NO ✓

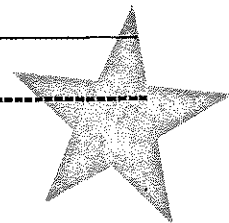
To Be Completed By Scale House:

Disposal Authorization Ticket No.: \_\_\_\_\_

Load Ticket No.: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Hubblinette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762	CONTACT NAME: Loretta Salerno PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101 EMAIL ADDRESS: loretta@hubblinette-cowell.com
INSURED	Jericho Fire District 424 North Broadway Jericho, NY 11753	INSURER(S) AFFORDING COVERAGE
		INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA 19445
		INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA 19445
		INSURER C: Fire Districts of NY Mutual Ins. 37400
		INSURER D:
		INSURER E:
		INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00001089-080078

REVISION NUMBER: 15

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTD	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	Y	VFNU-TR-0015397	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	VFNU-CM-0015396	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$	Y	VFNU-TR-0015397	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01FDMVF00297320-2022	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Business Pers. Prop.		VFNU-TR-0015397	07/01/2022	07/01/2023	\$500 Deductible \$1,090,496

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE FOR USE OF BLEACHERS AND DUMPSTER FOR FIRE PREVENTION DAY FROM OCTOBER 7, 2022 THRU OCTOBER 10, 2022. THE TOWN OF OYSTER BAY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF OYSTER BAY  
DEPARTMENT OF PARKS  
977 HICKSVILLE CARD  
MASSAPEQUA, NY 11758

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul A. Cowell Jr.

(LOS)



## EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under SECTION II, WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V, DEFINITIONS.

### SECTION I. COVERAGES

#### Coverage A. Bodily Injury and Property Damage Liability

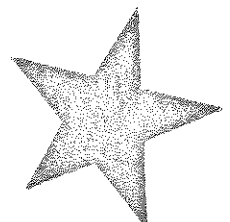
##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III, LIMITS OF INSURANCE; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A, B or C or medical expenses under COVERAGE D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.



**Hold Harmless Agreement for Use of Town Property and/or Equipment**

This Agreement is made this 25<sup>th</sup> day of July, 2022, by Jericho Fire District (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Jericho Fire District, 411 North Broadway, Jericho, New York 11753, one (1) 20-yard dumpster.

For the event described as Fire Prevention Open House.

The property/equipment is need from October 7, 2022 to October 10, 2022

The event for which the property and/or equipment is requested ( ) is (X) is not a not a profit making event.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products, naming the Town as additional insured. All certificated of insurance must be accompanied by an endorsement.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

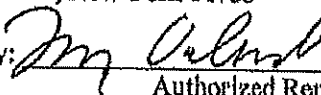
Name of Organization:

Jericho Fire District

Address of Organization:

424 North Broadway  
Jericho, New York 11753

By:



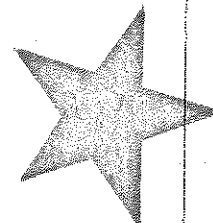
Authorized Representative

Title: District Secretary

Telephone Number: 516-931-3546 ext 227

Reviewed By  
Office of Town Attorney





Reviewed By  
Office of Town Attorney  
*Matthew D. Fernando*

Meeting of September 13, 2022

Resolution No.647-2022

WHEREAS, this Town Board heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

WHEREAS, the Town Board of the Town of Oyster Bay must authorize and approve the settlement of any negligence claims brought against the Town, where the amount of the proposed settlement is in excess of \$10,000.00; and

WHEREAS, Frank Scalera Town Attorney, and Matthew D. Fernando, Deputy Town Attorney, by memorandum dated August 30, 2022, have advised that claimant alleges that its insured suffered extreme property damage when his 2019 BMW was struck by a town vehicle at the intersection of Chelsea Drive and South Woods Road in Oyster Bay; and

WHEREAS, after extensive negotiations, the Office of the Town Attorney advises that a settlement was reached, and that said matter can be settled for \$14,461.00,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the sum of \$14,461.00 is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, Progressive Advanced Insurance Company a/s/o Earnest, James, with regard to Claim No. 19-1677434, and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to Progressive Advanced Insurance Company in the amount of \$14,461.00 and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000, or any other appropriate account.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



647

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : August 30, 2022  
**SUBJECT**: SETTLEMENT OF NEGLIGENCE CLAIM  
Claimant: Progressive Advanced Insurance Company a/s/o Earnest, James  
Claim No.: 19-1677434

---

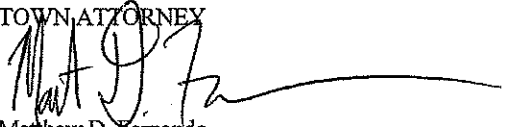
A resolution of the Town Board is required in order for the Town to settle claims, where the amount of the proposed settlement exceeds Ten Thousand (\$10,000.00) Dollars.

The above referenced claim arose as a result of an accident that occurred on November 6, 2019. Claimant's insured's vehicle suffered extreme damage as a result of a collision with a Town vehicle.

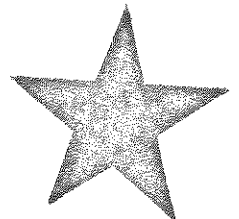
After extensive settlement negotiations, this office advises that this matter can be settled for \$14,461.00. Funds for settlement are available in Account No. TWN AMS 1910 43020 602 0000 000.

Accordingly, we have attached a resolution authorizing payment of \$14,461.00, together with copies of a Stipulation Discontinuing Action With Prejudice, and a General Release executed by the claimant on December 13, 2021.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Matthew D. Fernando  
Deputy Town Attorney

MDF:  
Attachments



*MS*  
Reviewed By  
Office of Town Attorney  
*Matthew D. Fernando*

WHEREAS, this Town Board heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

WHEREAS, the Town Board of the Town of Oyster Bay must authorize and approve the settlement of any negligence claims brought against the Town, where the amount of the proposed settlement is in excess of \$10,000.00; and

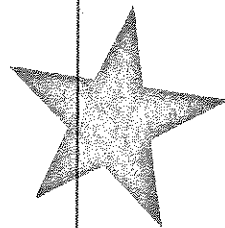
WHEREAS, Frank Scalera Town Attorney, and Matthew D. Fernando, Deputy Town Attorney, by memorandum dated August 30, 2022, have advised that claimant alleges that its insured suffered extreme property damage when his 2019 BMW was struck by a town vehicle at the intersection of Chelsea Drive and South Woods Road in Oyster Bay; and

WHEREAS, after extensive negotiations, the Office of the Town Attorney advises that a settlement was reached, and that said matter can be settled for \$14,461.00,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the sum of \$14,461.00 is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, Progressive Advanced Insurance Company a/s/o Earnest, James, with regard to Claim No. 19-1677434, and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to Progressive Advanced Insurance Company in the amount of \$14,461.00 and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000, or any other appropriate account.

-#-



2020-7486  
MDF

**FELDMAN & FELDMAN, LLP**  
Attorneys at Law  
811 West Jericho Turnpike  
Suite 201W  
Smithtown, New York 11787  
(631) 979-1200  
Fax: (631) 979-1264

LEONARD B. FELDMAN  
JODI P. FELDMAN\*

JOHN REITANO

\*Member of NY and CT Bar

December 13, 2021

Frank M. Scalera  
Office of the Town Attorney  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Attn: Matthew D. Fernando, Esq.

Re: Progressive Advanced Insurance Company a/s/o James Earnest v.  
Town of Oyster Bay, et al  
Index No.: 609168/20  
My File No.: P31401

Dear Mr. Fernando:

Enclosed please find an original duly executed Property Damage Release in the agreed upon settlement amount of \$14,461.00. Please forward the appropriate settlement check payable **Feldman & Feldman, LLP as Attorneys for Progressive Advanced Insurance Company a/s/o James Earnest** to the undersigned in the agreed upon amount of \$14,461.00 at your very earliest convenience.

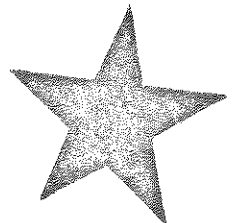
Enclosed please find triplicate Stipulations Discontinuing the above Action against your client. Please have the appropriate person sign all three Stipulations and return two fully executed Stipulations to me so that I may file same with the court. You may retain the other one for your records. If you have any questions concerning the within, please do not hesitate to contact me.

Thank you very much for your immediate attention to the above.

Very truly yours,  
Feldman & Feldman, LLP.

  
By: Jodi P. Feldman, Esq.

JPF/ag



P31401

**General Release - For Property Damage only**

BE IT KNOWN, that Progressive Advanced Insurance Co. a/s/o

James Kristina Earnest

Your Claim No. 19-1677434

A corporation organized under the laws of the State of ~~California~~ Ohio

as **RELEASOR(S)**

in consideration of the sum of

Fourteen thousand four hundred sixty one and ----- 00/100 dollars \$ 14,461.00

received from

**THE TOWN OF OYSTER BAY**

as **RELEASEE,**

the receipt of which is hereby acknowledged, releases and forever discharges

**TOWN OF OYSTER BAY,**

the RELEASEE, its officers, employees, agents, successors and assigns, of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the RELEASOR, its successors, assigns, heirs, executors, and administrators ever had, now have, or hereafter may have, against the RELEASEE, by reason of any matter, cause, or thing whatsoever, from the beginning of time to the date of this release. *For Property Damage only*

It is further understood and agreed that this document contains the entire contents and terms of the settlement being entered into.

*Progressive Advanced Insurance Coals to James Earnest*  
Company Name

*Joel P. Feldman, Attorney*  
By (name and title)

*Joel P. Feldman*  
Signature

*12/6/21*  
Date

*Feldman & Feldman LLP*  
*Attorneys for Prog group of Ins*  
*Companies*

ACKNOWLEDGMENT

State of *New York*, County of *Suffolk* ss.:

On this *6<sup>th</sup>* day of *December*, 20*21*, before me, the undersigned personally appeared *Joel P. Feldman, Atty*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Ana B. Galdamez*  
(signature and office of individual taking acknowledgment)

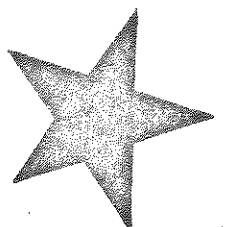
**Ana B. Galdamez**

**Notary Public, State of New York**

**No. 01GA6422018**

**Qualified in Suffolk County**

**Commission Expires September 13, 20*25***



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

-----X  
PROGRESSIVE ADVANCED INSURANCE COMPANY  
as subrogee of JAMES EARNEST,

Plaintiff(s),

**STIPULATION**  
**DISCONTINUING**  
**ACTION**

-against-

TOWN OF OYSTER BAY and RODOLFO MERCADO,

Index No.: 609168/2020


Defendant(s).  
-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all the parties to the above entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above entitled action be, and the same hereby is discontinued with prejudice against defendants and without costs to either party as against the other. This stipulation may be filed without further notice with the Clerk of the Court.

IT IS HEREBY FURTHER STIPULATED that facsimile signatures on this Stipulation be deemed the same as originals.

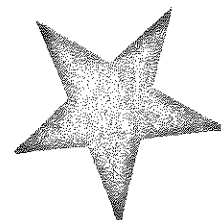
IT IS HEREBY FURTHER STIPULATED that computer generated signatures on this Stipulation be deemed the same as originals.

DATED: Smithtown, New York  
December 13, 2021

  
FELDMAN & FELDMAN, LLP.  
BY: JODI P. FELDMAN, ESQ.  
Attorneys for Plaintiff  
811 West Jericho Turnpike, Suite 201 W  
Smithtown, New York 11787  
(631) 979-1200  
File No.: P31401

FRANK M. SCALERA  
TOWN ATTORNEY  
BY: MATTHEW D. FERNANDO, ESQ.  
Attorneys for Defendants  
54 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6150

REC'D TOWN ATTORNEY  
OCT 13 2021



Reviewed By  
Office of Town Attorney

WHEREAS, F AND Q PROPERTIES, LLC, fee owner, for a Special Use Permit to allow for operation of a day care facility, on premises located in a Residential ("R1-7") District, at 208 Merritts Road, Farmingdale, Town of Oyster Bay, County of Nassau, State of New York and described as Section 49, Block 257, Lot 9, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on April 20, 2022, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed the Petition and related documents and submitted its memorandum dated January 15, 2019, regarding the environmental impacts contemplated by said Petition and recommended Town Board determination that the proposed action is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10422-21, adopted on April 15, 2021, determined, after due deliberation and consideration, that the application was incomplete and requested a Parking Analysis given the resulting parking shortfall, which Analysis should also address the insufficient child drop-off area in front of the building for which a variance is also required. In Resolution No. 10422-21, the Nassau County Planning Commission also noted the following:

- The site plan shows a two-way driveway with a width of 11 feet. This width may be adequate for one-way traffic but is inadequate for two-way traffic. A minimum driveway width of 20 feet is required;
- The Town requires a minimum lot area of 21,000 square feet for a child day-care facility. The subject property has a lot area of only 8,323 square feet. This is a significant departure from the standards of the zoning code as it relates to child day-care centers and should be addressed;
- The site plan does not identify an outside "play area" (rather a "flower and vegetable garden"). However, the "Required Variance" box on the Alignment Plan sheet indicates "play area." This should be reconciled; and
- Child safeguards from vehicular traffic is an important issue regarding child day-care centers. As such, child safety features should be identified for the area outside the building.

WHEREAS, the Nassau County Planning Commission has informed the Town of Oyster Bay that as of September 2, 2022, none of the issues enumerated in Resolution No. 10422-21 were addressed by the applicant; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are inadequate and not suitable for the requested use; that the granting of this application would adversely affect the present character of the area; and the granting of this application would not be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the Petition of F AND Q PROPERTIES, LLC, fee owner, for a Special Use Permit to allow for operation of a day care facility, on premises located in a Residential ("R1-7") District, at 208 Merritts Road, Farmingdale, Town of Oyster Bay, County of Nassau, State of New York and described as Section 49, Block 257, Lot 9, on the Land and Tax Map of Nassau County, is hereby DENIED.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Meeting of September 13, 2022

Resolution No.650-2022

WHEREAS, by Resolution No. 657-2021, adopted on November 16, 2021, the Town Board authorized the Department of Parks to conduct the Thirty-Sixth Annual Bluefish Tournament to be held on September 18, 2022, at Theodore Roosevelt Memorial Park, Oyster Bay, between 4:30 a.m. and 4:00 p.m.; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 1, 2022, requested that the Town Board amend Resolution No. 657-2021, to include Account Number PKS-A-7110-44900-000-0000, so that any payments for the activities authorized in Resolution No. 657-2021 be drawn from Accounts TWN TA 0000 00085 474 0000 or PKS-A-7110-44900-000-0000,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as set forth hereinabove are hereby accepted and approved and payments for the activities authorized by Resolution No. 657-2021 may be drawn from the aforementioned accounts in regard to the Thirty-Sixth Annual Bluefish Tournament.

-#-

*DPD*  
Reviewed By  
Office of Town Attorney

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



55

650

## TOWN OF OYSTER BAY

## INTER - DEPARTMENTAL MEMORANDUM

September 1, 2022

**TO:** MEMORANDUM DOCKET  
**FROM:** JOSEPH PINTO, COMMISSIONER OF PARKS  
**SUBJECT:** AMENDMENT TO TOWN BOARD RESOLUTION 657-2021  
THIRTY SIXTH ANNUAL BLUEFISH TOURNAMENT

The Department of Parks requests Town Board approval to amend Resolution 657-2021 to include account number PKS-A-7110-44900-000-0000.

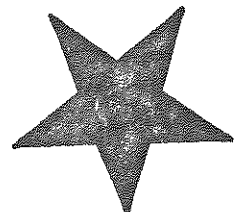
The event will be conducted under the following amended guidelines:

1. Date: September 18, 2022
2. Time: 4:30 AM – 4:00 PM
3. Place: Theodore Roosevelt Memorial Park
4. Cost: The fee will be \$40.00 per Residents, and \$60.00 per Non-Residents.
5. Funds collected will be deposited into the following Trust Account TWN TA 0000 00085 474 0000. Any payments for the following listed below can be paid out of TWN TA 0000 00085 474 0000 or PKS-A-7110-44900-000-0000.
  - A. Purchase gift certificates and plaques. Gift certificates will be awarded to contestants finishing first through fifteenth place. Plaques are awarded for first through tenth place.
  - B. The following fixed expenses will be procured using the sponsor donations and registration fees:
    - Food items such as hot dogs, soda, water, & chips. In addition, charcoal, lighter fluid, paper goods, etc.
    - T shirts for participants
    - Ice
    - Tent rentals
  - C. The remaining balance of the registration and donated sponsor fees will be used to purchase door prizes. Prizes will be purchased in compliance with the Town of Oyster Bay Procurement Policy from vendors approved by the Department of General Services Purchasing Division.
  - D. Donations by event sponsors to support and offset the expenses of the tournament may be added upon the approval of the Town Board.

Thereafter, the fees, regulations and conditions shall remain unchanged and in effect unless they are amended or modified by the Town Board upon recommendation of the Commissioner of Parks.

Town Board approval is recommended.

  
JOSEPH PINTO  
COMMISSIONER OF PARKS



Meeting of November 16, 2021

Resolution No.657-2021

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 6, 2021, requested and recommended Town Board approval for Town of Oyster Bay sponsorship of the Thirty-Sixth Annual Bluefish Tournament; and

WHEREAS, the event shall be conducted under the following guidelines:

1. Date: September 18, 2022;
2. Time: 4:30 a.m. to 4:00 p.m.;
3. Place: Theodore Roosevelt Memorial Park, Oyster Bay;
4. Cost: \$40.00 Residents, \$60.00 Non-Residents;
5. Funds collected shall be deposited into Trust Account No. TWN TA 0000 00085 474 0000 to be used according to the Town's Procurement Policy, through the Purchasing Department, together with sponsor donations, to cover the following costs:
  - A. Gift certificates to be awarded to contestants finishing first through fifteenth place. Plaques to be awarded to contestants finishing first through tenth place;
  - B. Food items such as hot dogs, soda, water and chips; fixed expenses such as charcoal, lighter fluid and paper goods; t-shirts for participants; ice; and tent rentals;
  - C. Door prizes to be purchased in compliance with the Town of Oyster Bay Procurement Policy from vendors approved by the Department of General Services, Purchasing Division;
  - D. Donations by event sponsors to support and offset the expenses of the tournament may be added upon the approval of the Town Board; and

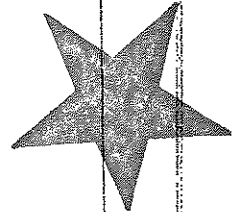
WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of this request will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as set forth hereinabove are hereby accepted and approved in accordance with the hereinabove stated guidelines, for the purpose of the Department of Parks conducting the Town sponsored Thirty-Sixth Annual Bluefish Tournament.

#

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



Reviewed By  
Office of Town Attorney

Meeting of September 13, 2022

Resolution No.651-2022

WHEREAS, pursuant to public notice, and in accordance with the Town's Procurement Policy, the Town of Oyster Bay Department of Intergovernmental Affairs published in Newsday, and posted on the Town website, a Request for Proposals for the delivery of youth employment and training services for in-school youth aged 14-21, for the period of October 1, 2022 through September 30, 2023, and received responses to said Request for Proposals; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memoranda dated August 29, 2022, and September 1, 2022, reported that the Department received a total of three (3) responses to the Request for Proposals, and it was determined that Nassau BOCES, and Career and Employment Options, Inc., obtained a passing score, and have the expertise and level of experience required to carry out the anticipated scope of services, and Commissioner Sammartano, by said memoranda, requested that Nassau BOCES, and Career and Employment Options, Inc., be awarded contracts for grant award funding, beginning on October 1, 2022, and ending on September 30, 2023, in the amounts of \$94,224.00, and \$55,776.00, respectively; and

WHEREAS, this is an eligible Workforce Innovation and Opportunity Act expense and therefore at no cost to the Town; and

WHEREAS, Commissioner Sammartano, by said memoranda has advised that the Office of the Inspector General has reviewed the vendors' disclosure questionnaires and has been satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted, and the Town Supervisor and/or his designee is hereby authorized to execute contracts for grant award funding, with Nassau BOCES, and Career and Employment Options, Inc., for the delivery of youth employment and training services for in-school youth aged 14-21 to the Town of Oyster Bay Department of Intergovernmental Affairs, from October 1, 2022, through September 30, 2023, in the amounts of \$94,224.00 and \$55,776.00, respectively in accordance with the provisions thereunder; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. IGA CD 6293 47850 000 CW 22 and IGA CD 6293 47850 000 CW23; and be it further

RESOLVED, that the Town Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

9

# TOWN OF OYSTER BAY

## Inter-Departmental Memo

September 1, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

**SUBJECT:** YOUTH PROGRAM CONTRACTS UNDER THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
SUPPLEMENTAL MEMO AUGUST 30<sup>th</sup>, 2022 TO REPLACE SAVE THE SPACE #16

---


Requests for Proposals were requested for the delivery of youth employment and training services for In-School youth aged 14-21 for the period October 1, 2022 through September 30, 2025. We posted in Newsday the paper of record, posted on the Town website and direct email solicitations. A total of three proposals were received in response to the Request for Proposals:

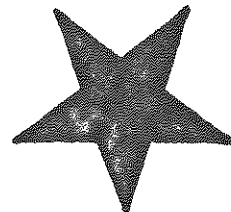
1. Nassau BOCES
2. Career and Employment Options Inc.
3. O-High Technologies, LLC

Proposals were rated in accordance with the review criteria established by Town and Workforce Innovation and Opportunity Act guidelines. The review was conducted first by a Youth Proposal Review Committee, subsequently by the full Workforce Development Board and in accordance with Town procurement policy guidelines #6 and #9. Two of the three proposals received passing scores, and are recommended for funding for the period of October 1, 2022 through September 30, 2025, as listed below.

<u>Applicant</u>	<u>Grant Award</u>
Nassau BOCES	\$ 94,224
Career and Employment Options Inc.	\$ 55,776

The contracts have been sent to the Town Attorney's office under separate cover. Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor to sign the subject contracts. This is an eligible WIOA expense and is of no cost to the Town. Funds for this purpose are available in accounts IGA CD 6293 47850 000 CW22 and IGA CD 6293 47850 000 CW23. The office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

  
Frank V. Sammartano  
Commissioner



WORKFORCE INVESTMENT AND OPPORTUNITY ACT YOUTH PROGRAM  
EMPLOYMENT AND TRAINING SERVICES CONTRACT  
FOR IN-SCHOOL YOUTH

THIS AGREEMENT, made the 1st day of October 2022, by and between the TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY, having its principal place of business at 71 Clinton Road, Garden City, New York 11530 (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, the Workforce Investment Act, as amended and reauthorized by the Workforce Innovation and Opportunity Act (hereinafter referred to as "WIOA") provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a one-stop delivery system through which any person may explore work preparation and career development services and access a range of employment, skills development and training programs; and programs through which youth are provided with comprehensive year-round programming, and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Investment Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated January 23, 2019 for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was delegated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

WHEREAS, the Town of Oyster Bay's Division of Employment and Training (hereinafter "DET") has been duly designated through the Multi-Jurisdictional Agreement as the entity to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing comprehensive year-round services to eligible youth, including exposure to and preparation for post-secondary opportunities, linkages between academic and occupational learning, and connections to the local job market are appropriate activities under the aforesaid law, and

WHEREAS, the CONTRACTOR is deemed an eligible enterprise to furnish such services;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows.

A. CONTRACTOR'S Obligations

1. CONTRACTOR shall perform all program services for eligible in-school youth between the ages of 16 and 21 in accordance with the approved proposal and budget; and in accordance with the Youth Program Benchmark Chart, which is attached hereto as Appendix VI and in all respects made a part hereof.
2. CONTRACTOR shall not subcontract any or all the services herein agreed to, unless consented to in writing by TOWN.
3. CONTRACTOR shall perform all program services within the period agreed to herein; and shall furnish all the instruction and other services, materials, equipment, and supplies necessary for such program.
4. CONTRACTOR shall submit to TOWN completed in-school youth participant applications with verifying documents for all required data elements including date of birth, citizenship/authorization to work, address, and income eligibility and/or proof of disability if needed.
5. CONTRACTOR staff representing new programs must attend a training session with TOWN DET's Youth Unit staff a minimum of one time prior to the commencement of program activities.
6. CONTRACTOR shall submit to TOWN pre- and post-test scores for literacy/numeracy using the Test of Adult Basic Education (TABE); monthly case notes, including dates of attendance for all activities; work experience attendance/timesheets; pre- and post-program evaluations, and shall complete other forms as instructed by TOWN staff.
7. CONTRACTOR shall be responsible for distribution of work experience paychecks to youth participants, including the pick-up of checks from TOWN DET's Youth Unit, and the delivery of checks to youth at Work Experience sites.

B. TOWN Obligations

1. Provide CONTRACTOR with all forms necessary to complete its reporting requirements.
2. Conduct desk reviews and on-site monitoring of CONTRACTOR's obligations to determine that expenditures have been made against the cost categories and within the cost limitations specified in WIOA and the Contract; determine whether there is compliance with other provisions of the Act and Rules and Regulations and other applicable laws and regulations; and provide technical assistance as needed.
3. Pay the salaries/wages of all participants assigned to the worksite, and maintain all earnings and tax records.

C. Authority

Pursuant to a grant awarded to TOWN by the New York State Department of Labor under WIOA, Catalog of Federal Domestic Assistance (CFDA) number 17.259.

D. Payments

1. Payment to CONTRACTOR shall be made in accordance with criteria for payment and CONTRACTOR's approved budget, which are set forth in Appendix I, which is attached hereto and, in all respects, made a part hereof.
2. TOWN hereby hires and retains the services of CONTRACTOR to conduct youth programs for WIOA eligible participants in accordance with the approved proposal.
3. CONTRACTOR shall submit original Town of Oyster Bay claim forms provided by TOWN as well as a Board of Cooperative Educational Services of Nassau County invoice. Claims are subject to adjustment and auditing by authorized TOWN personnel for actual costs incurred pursuant to this Agreement.

E. Claims and Closeout

1. CONTRACTOR shall be paid upon submission of duly certified claim forms approved by TOWN. TOWN will file the claims in the Office of the Comptroller of the Town of Oyster Bay. Final claims must be submitted to TOWN within ninety (90) days of the conclusion of said training program.

F. Audit and Records

1. CONTRACTOR, including its satellites if any, shall maintain full and complete books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP) and such other records as may be prescribed by TOWN. Such books and other records shall at all times be available for audit and inspection by TOWN or its duly designated representatives. All financial records shall be retained for a period of six (6) years after the expiration or termination of this contract. Such period of access and retention shall continue until any and all claims, appeals, litigations or disputes arising under this contract have been disposed of.
2. TOWN will conduct on-site monitoring and auditing visits to assure contract compliance and adherence to all applicable laws and regulations at least one (1) time during the contract period.
3. CONTRACTOR agrees to maintain the confidence of all information regarding participants or their families and will not divulge same without the prior written permission of the participant or as may be required by law.

G. Laws Applicable

1. CONTRACTOR agrees that it will comply with requirements of WIOA and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify Town within thirty (30) days of receipt from Town of such amended or revised regulations that it cannot so conform. Town may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. Town shall be responsible to advise CONTRACTOR of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.

2. CONTRACTOR shall abide by the Federal Certifications, which are attached hereto as Appendix II and III, in all respects made a part hereof. CONTRACTOR affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions.

H. Nondiscrimination

As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA-funded program or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted permanent resident alien, refugee, asylee, parolee, or other immigrant authorized by the Attorney General to work in the United States or participation in any WIOA financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States DOL has the right to seek judicial enforcement of this assurance.

I. Priority of Service for Veterans and Eligible Spouses

WIOA provides priority of service to all veterans and eligible spouses under all programs. Therefore, veterans and eligible spouses will be given priority over non-covered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.

J. Termination of Participant

1. CONTRACTOR's rights to discipline, suspend, or discharge participants shall be in accordance with CONTRACTOR's established rules and regulations. However, unless there is an imminent threat, no TOWN participant will be terminated until TOWN has been properly notified and given an opportunity to provide counseling services. TOWN must approve all terminations.

2. Written notice of a participant's termination shall be submitted by CONTRACTOR to TOWN within two (2) days of that termination.



K. Hold Harmless

1. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor, and shall not at anytime or for any purpose be deemed an employee of the Town of Oyster Bay and the Division of Employment and Training, and that CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit the TOWN and/or DET to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of CONTRACTOR, nor any participant in this performance shall, at any time or under any circumstances be deemed to be an agent, servant or employee of the TOWN and DET. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold the TOWN harmless from liability for payments and such services.
2. CONTRACTOR agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN and DET, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs, and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents, employees, guests, patrons, or invitees whether such actions are authorized under this Agreement or not.
3. CONTRACTOR shall be obligated to defend any action brought on as a result of any claims under this contract.

L. Termination of Contract

1. Should CONTRACTOR fail to perform any of the terms, covenants, or conditions of this Agreement, including Youth Program Performance Benchmarks, in whole or part, TOWN on behalf of WIOA, shall have the right to terminate this Agreement.
2. In addition, either party upon thirty (30) days notice to the other party may terminate this agreement, in whole or part, when it deems it is in its best interest to do so. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.
3. Should the funds granted by the United States Government and/New York State Department of Labor be reduced, disallowed, terminated, or not renewed, TOWN expressly reserves the right to cancel this contract and to de-obligate the remaining unpaid amount due under the Agreement.

M. Insurance

The CONTRACTOR shall not begin any programs until it has obtained and TOWN and DET have approved all insurance required under this contract. Furthermore, the CONTRACTOR shall procure and keep in force all required insurance at its own cost and expense. In addition, the CONTRACTOR shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance.

1. In accordance with the Laws of the State of New York. **WORKER'S COMPENSATION INSURANCE** must cover all of the CONTRACTOR'S employees employed at the site of the program. If any work is approved by TOWN and DET to be sublet, the CONTRACTOR shall require the sub-



contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless such employees are covered by the Worker's Compensation Insurance of the CONTRACTOR. A separate certificate of Worker's Compensation Insurance must be submitted by the CONTRACTOR to TOWN prior to the commencement of this Contract.

2. The CONTRACTOR shall procure **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, to protect the CONTRACTOR and any subcontractor (if the subcontractor is approved to operate under this contract by TOWN and DET) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation or character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance must be as follows:

- a) Personal Injury: \$1,000,000 each occurrence/\$2,000,000 aggregate.
- b) Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the Town of Oyster Bay as additional insured and accompanied by an endorsement from the insurance company must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract. If the CONTRACTOR is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract.

N. Miscellaneous

- 1. In the event that the CONTRACTOR is the recipient of other federal and/or State and/or local government grants, awards or monies, it is expressly understood and agreed that the CONTRACTOR shall not bill or charge TOWN for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided by other funding sources.
- 2. The employment or training of participants in sectarian activities is prohibited.
- 3. Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form. Any budget modification shall also adhere to the provisions of Appendix VII, Policy on Budget Modifications.
- 4. Any discovery or invention which arises or is developed in the course of or under this contract will become the property of the Federal Government.
- 5. CONTRACTOR agrees to adhere to all provisions of the attached Appendices I, II, III, IV, V, VI, and VII.

It is further agreed to by the parties herein that this Agreement shall

commence on the 1<sup>st</sup> day of October 2022, and terminate on the 30<sup>th</sup> day of September, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By:

Title:

Date:

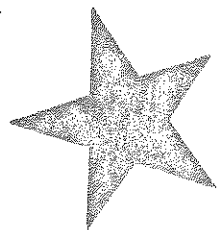
BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES OF NASSAU COUNTY

By:

Title:

Date:

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  

WORKFORCE INVESTMENT AND OPPORTUNITY ACT YOUTH PROGRAM  
EMPLOYMENT AND TRAINING SERVICES CONTRACT  
FOR IN-SCHOOL YOUTH

THIS AGREEMENT, made the 1st day of October 2022, by and between the TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and CAREER AND EMPLOYMENT OPTIONS INC., having its principal place of business at One Rabro Drive, Suite 102, Hauppauge, New York 11788 (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, the Workforce Investment Act, as amended and reauthorized by the Workforce Innovation and Opportunity Act (hereinafter referred to as "WIOA") provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a one-stop delivery system through which any person may explore work preparation and career development services and access a range of employment, skills development and training programs; and programs through which youth are provided with comprehensive year-round programming, and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Investment Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated January 23, 2019 for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was delegated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

WHEREAS, the Town of Oyster Bay's Division of Employment and Training (hereinafter "DET") has been duly designated through the Multi-Jurisdictional Agreement as the entity to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing comprehensive year-round services to eligible youth, including exposure to and preparation for post-secondary opportunities, linkages between academic and occupational learning, and connections to the local job market are appropriate activities under the aforesaid law, and

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3. CONTRACTOR shall perform all program services within the period agreed to herein; and shall furnish all the instruction and other services, materials, equipment, and supplies necessary for such program.
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2. Conduct desk reviews and on-site monitoring of CONTRACTOR's obligations to determine that expenditures have been made against the cost categories and within the cost limitations specified in WIOA and the Contract; determine whether there is compliance with other provisions of the Act and Rules and Regulations and other applicable laws and regulations; and provide technical assistance as needed.
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H. Nondiscrimination

As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA-funded program or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted permanent resident alien, refugee, asylee, parolee, or other immigrant authorized by the Attorney General to work in the United States or participation in any WIOA financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States DOL has the right to seek judicial enforcement of this assurance.

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2. CONTRACTOR agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN and DET, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs, and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents, employees, guests, patrons, or invitees whether such actions are authorized under this Agreement or not.

3. CONTRACTOR shall be obligated to defend any action brought on as a result of any claims under this contract.

L. Termination of Contract

1. Should CONTRACTOR fail to perform any of the terms, covenants, or conditions of this Agreement, including Youth Program Performance Benchmarks, in whole or part, TOWN on behalf of WIOA, shall have the right to terminate this Agreement.

2. In addition, either party upon thirty (30) days notice to the other party may terminate this agreement, in whole or part, when it deems it is in its best interest to do so. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.

3. Should the funds granted by the United States Government and/New York State Department of Labor be reduced, disallowed, terminated, or not renewed, TOWN expressly reserves the right to cancel this contract and to de-obligate the remaining unpaid amount due under the Agreement.

M. Insurance

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contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless such employees are covered by the Worker's Compensation Insurance of the CONTRACTOR. A separate certificate of Worker's Compensation Insurance must be submitted by the CONTRACTOR to TOWN prior to the commencement of this Contract.

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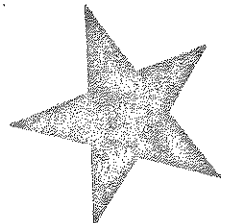
- a) Personal Injury: \$1,000,000 each occurrence/\$2,000,000 aggregate.
- b) Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the Town of Oyster Bay as additional insured and accompanied by an endorsement from the insurance company must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract. If the CONTRACTOR is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract.

N. Miscellaneous

- 1. In the event that the CONTRACTOR is the recipient of other federal and/or State and/or local government grants, awards or monies, it is expressly understood and agreed that the CONTRACTOR shall not bill or charge TOWN for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided by other funding sources.
- 2. The employment or training of participants in sectarian activities is prohibited.
- 3. Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form. Any budget modification shall also adhere to the provisions of Appendix VII, Policy on Budget Modifications.
- 4. Any discovery or invention which arises or is developed in the course of or under this contract will become the property of the Federal Government.
- 5. CONTRACTOR agrees to adhere to all provisions of the attached Appendices I, II, III, IV, V, VI, and VII.

It is further agreed to by the parties herein that this Agreement shall



commence on the 1<sup>st</sup> day of October 2022, and terminate on the 30<sup>th</sup> day of September, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By:

Title:

Date:

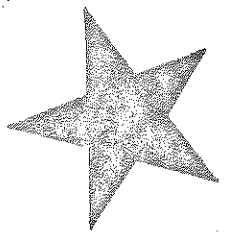
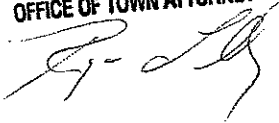
CAREER AND EMPLOYMENT OPTIONS INC.

By:

Title:

Date:

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



APPENDIX I  
OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE WORKFORCE DEVELOPMENT  
BOARD  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
EMPLOYMENT AND TRAINING SERVICES FOR OUT-OF-SCHOOL YOUTH

Agency: Board of Cooperative Educational Services of Nassau County  
Address: 71 Clinton Road  
Garden City, New York 11530

Contact: Michele Cohen  
Telephone: (516) 622-6870  
Dates of Program: October 1, 2022 – September 30, 2025

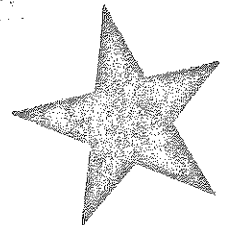
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Budget

PERSONAL SERVICE	
Program Specialist	\$25,500
Clerical	\$13,750
Counselors Per Diem	32,650
Total Wages	\$71,900
Fringe Benefits	\$ 21,571
Total Personal Service	\$93,471
OTHER THAN PERSONAL SERVICE (OTPS)	
Travel (mileage-travel between sites)	\$ 113
Incentives-Gift Cards	\$ 640
Total OTPS	\$754
<b>Total Budget</b>	<b>\$94,224</b>

The funding will be used for expenses in connection with the program design as approved by the Workforce Development Board.

Required Reports: CONTRACTOR is required to provide DET with completed WIOA attendance/timesheets, evaluations, problem reports and monthly case notes including documentation of ongoing activities and goal attainment. Failure to submit required reporting materials will jeopardize payment to CONTRACTOR.



## Appendix II

### Responsibility Questionnaire

**Instructions** – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate<sup>1</sup>, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
  - a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?  
☐ Yes ☐ No
  - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?  
☐ Yes ☐ No
  - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - f. A local, state or federal suspension, debarment or termination from the contracting process?

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.



☐ Yes ☐ No

- g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?

☐ Yes ☐ No

- h. A local, state or federal denial of a lease or contract award for non-responsibility?

☐ Yes ☐ No

- i. An agreement to voluntary exclusion from bidding/contracting?

☐ Yes ☐ No

- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?

☐ Yes ☐ No

- k. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?

☐ Yes ☐ No

- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?

☐ Yes ☐ No

- m. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?

☐ Yes ☐ No

- n. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?

☐ Yes ☐ No

- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?

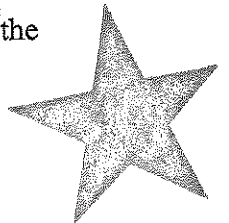
☐ Yes ☐ No

- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?

☐ Yes ☐ No

- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?

☐ Yes ☐ No



r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- federal, state or local health laws, rules or regulations
- unemployment insurance or workers' compensation coverage or claim requirements
- ERISA (Employee Requirement Income Security Act)
- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

☐ Yes ☐ No

s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

☐ Yes ☐ No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

☐ Yes ☐ No

3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

☐ Yes ☐ No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

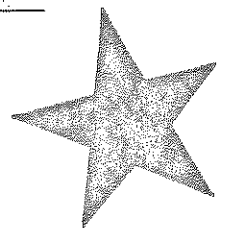
☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

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5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

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---

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6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

---

If it is an affiliate, include the affiliate's name and FEIN:

---

Provide the court name, address and docket number:

---

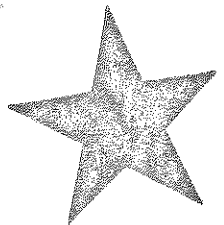
Indicate if the proceedings have been initiated, remain pending or have been closed:

---

If closed, provide the date closed: \_\_\_\_\_

#### **CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.



The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Address

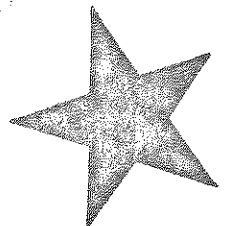
\_\_\_\_\_  
Typed Copy of Signature

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

Principal place of business if different from address listed above (include complete address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## Appendix III

### FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

#### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A. 1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

#### B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

### **C. DRUG FREE WORKPLACE**

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

### **D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

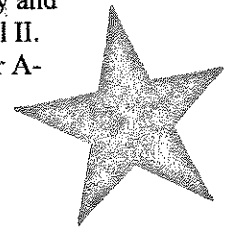
The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

### **E. BUY AMERICAN NOTICE REQUIREMENT**

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 - Buy American Requirements.

### **F. SALARY AND BONUS LIMITATIONS**

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-



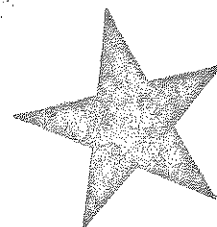
133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

#### **G. VETERANS' PRIORITY PROVISIONS**

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## APPENDIX IV



# ***EQUAL OPPORTUNITY is THE LAW***

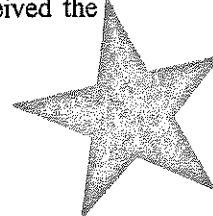
It is against the law for the New York State Department of Labor (NYSDOL) as a recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary or programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I- financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with such a program or activity.

## **What to Do If You Believe You Have Experienced Discrimination**

If you think you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: Omoye Cooper, Director, Division of Equal Opportunity Development, New York State Department of Labor, State office Campus, Building 12, Room 540, Albany, New York 12240, [usaada@labor.state.ny.us](mailto:usaada@labor.state.ny.us) – Phone: (518) 457-1984, (TDD) 1-800-662-1220, (VOICE) 1-800-421-1220; or you may file a complaint directly with: Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, D.C. 20210; Local Workforce Investment Area, Equal Opportunity Officer: Brigid Hand, The Workforce Partnership, 977 Hicksville Road, Massapequa, New York 11758, [bhand@oysterbay-ny.gov](mailto:bhand@oysterbay-ny.gov) Phone: (516) 797-4560, Fax: (516) 797-4565.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center, (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does not give you a written Notice of Final Action on your complaint, but you are dissatisfied with decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.



## APPENDIX V

# The Workforce Partnership

## ***PROCEDURE FOR FILING COMPLAINTS***

***You have the right to file a complaint*** regarding the implementation of any Title I financially assisted program or activity if you think you have been discriminated against. The Grievance Officer, Ms. Brigid Hand, will be available to review all complaints, assist in their processing and provide any necessary forms or technical assistance. She may be contacted at 977 Hicksville Road, Massapequa, New York 11758, Telephone (516) 797-4560, Fax (516) 797-4565, or e-mail bhand@oysterbay-ny.gov.

### **Procedures for Complaints**

#### **Non-Criminal and Non-Discrimination Complaints**

*Complaints and Grievances from Participants and other Interested Parties affected by Local Workforce Development System, including One-Stop Partners and Service Providers.*

All complaints must be in writing, signed and filed within one year of the facts that gave rise to the complaint. Prior to a formal hearing, the Grievance Officer will attempt to resolve the matter informally or at a conciliation conference. If no resolution is reached, the complainant is entitled to a hearing held on written notice. Such written notice must state date, place, and time of hearing. The complainant may be present at the hearing and may present evidence. The informal resolution and the hearing will be completed within 30 days of the filing of the grievance or complaint. A written decision must be issued to the complainant within 60 days of the filing of the complaint and must include notification to the complainant of the right to request a State level review of the findings.

State level appeals must be submitted in writing to the State Hearing Officer within 10 days of receipt of the Local Area findings. In addition, if no decision is rendered at the Local Area level within the prescribed 30-day period, the complainant may, within 15 days after such decision was due, appeal for a State Review.

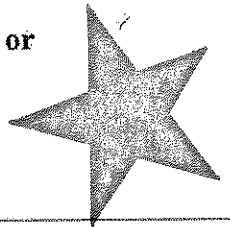
The information should be sent to: New York State Workforce Innovation and Opportunity Act Hearing Officer, New York State Department of Labor, State Office Building Campus, Building 12, Room 446, Albany, New York 12240. The Hearing Officer shall issue a decision within thirty days of receipt of a request for a review by a complainant.

#### **Criminal Complaints**

All information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Department of Labor, Washington, D.C. 20210. At the same time, a copy should be sent to the New York State Department of Labor, in care of the State Representative, 303 West Old Country Road, Hicksville, New York 11801.

*If your complaint is not related to the Workforce Innovation and Opportunity Act of 2014, it will be referred to the appropriate agency or agencies. Complaints may also involve or entitle complainants to recourse from State or Federal agencies pursuant to applicable laws.*

**Please be assured that the filing of a complaint will NOT result in negative treatment or denial of services to the complainant.**



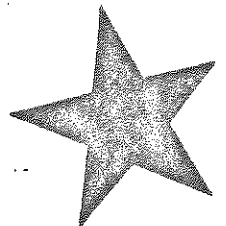
Oyster Bay-North Hempstead-Glen Cove Workforce Development Board

Policy on Sub-Recipient (CONTRACTOR) Budget Modifications

Sub-recipient Contract Budgets (Youth Programs)

The sub-recipient may at any time during the term of the Contract request a modification of budget lines. In no case may a total contract amount be increased. Requests for modifications must be in writing to the Commissioner of Intergovernmental Affairs, Frank V. Sammartano, specifying the changes sought and the reason for the changes. The Division of Employment and Training shall review the request for modification in terms of the appropriate laws, regulations, and program goals.

Substantial youth contract modifications shall be reviewed by the Youth Committee. Youth contract budget lines may be modified through a letter of agreement modification. The letter of agreement modification includes a letter that describes the modification elements requested, the modification elements approved, and a justification explaining the reasoning that supports the elements that are approved for change. The letter will include signature lines for the Commissioner of Intergovernmental Affairs and the contractor.



APPENDIX I  
OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE  
WORKFORCE DEVELOPMENT AREA  
EMPLOYMENT AND TRAINING SERVICES FOR IN-SCHOOL YOUTH

Training Agency: Career & Employment Options, Inc.  
Address: One Rabro Drive, Suite 102  
Hauppauge, New York 11788

Contact: Nicholas A Villani, President/CEO  
Telephone: (631) 234-6064  
Dates of Program: October 1 2022 – September 30, 2025

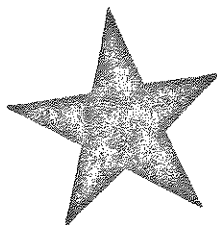
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Budget

PERSONAL SERVICE	
WIOA Coordinator	\$ 33,000
Outreach Coordinator	\$ 2,276
CEO	\$6,000
Career Consultants	\$ 1500
Fiscal Services	\$2,000
Administrative Support	\$1,000
Total Wages	\$45,776
Fringe Benefits	\$5,000
Total Personal Service	\$50,776
OTHER THAN PERSONAL SERVICE	
Travel (mileage)	\$3,000
Misc. Expenses (Food, school supplies, clothes, transportation)	\$2,000
Total OTPS	\$5,000
Total Budget	\$55,776

The funding will be used for expenses in connection with the program design as approved by the Workforce Development Board.

Required Reports: CONTRACTOR is required to provide DET with completed WIOA attendance/timesheets, evaluations, problem reports and monthly case notes including documentation of ongoing activities and goal attainment. Failure to submit required reporting materials will jeopardize payment to CONTRACTOR.



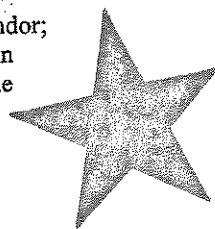
## Appendix II

### Responsibility Questionnaire

**Instructions** – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate<sup>1</sup>, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
  - a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?  
☐ Yes ☐ No
  - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?  
☐ Yes ☐ No
  - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
☐ Yes ☐ No
  - f. A local, state or federal suspension, debarment or termination from the contracting process?

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.





☐ Yes ☐ No

- g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?

☐ Yes ☐ No

- h. A local, state or federal denial of a lease or contract award for non-responsibility?

☐ Yes ☐ No

- i. An agreement to voluntary exclusion from bidding/contracting?

☐ Yes ☐ No

- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?

☐ Yes ☐ No

- k. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?

☐ Yes ☐ No

- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?

☐ Yes ☐ No

- m. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?

☐ Yes ☐ No

- n. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?

☐ Yes ☐ No

- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?

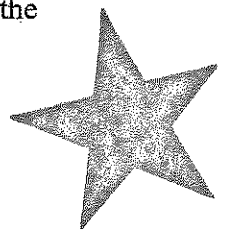
☐ Yes ☐ No

- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?

☐ Yes ☐ No

- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?

☐ Yes ☐ No



r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- federal, state or local health laws, rules or regulations
- unemployment insurance or workers' compensation coverage or claim requirements
- ERISA (Employee Requirement Income Security Act)
- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

☐ Yes ☐ No

s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

☐ Yes ☐ No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

☐ Yes ☐ No

3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

☐ Yes ☐ No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

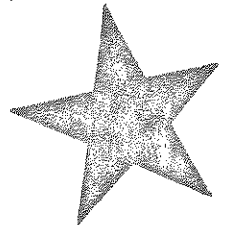
☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

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5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

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6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

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If it is an affiliate, include the affiliate's name and FEIN:

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Provide the court name, address and docket number:

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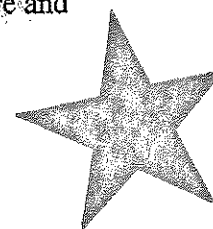
Indicate if the proceedings have been initiated, remain pending or have been closed:

---

If closed, provide the date closed: \_\_\_\_\_

#### **CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.



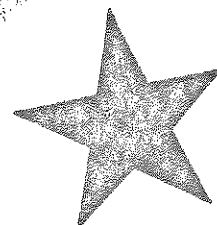
The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

_____ Name of Business	_____ Signature of Officer
_____ Address	_____ Typed Copy of Signature
_____ City, State, Zip	_____ Title

Principal place of business if different from address listed above (include complete address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Appendix III

### FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

#### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A. 1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

#### B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

### **C. DRUG FREE WORKPLACE**

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

### **D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

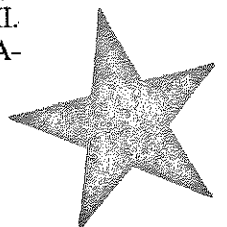
The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

### **E. BUY AMERICAN NOTICE REQUIREMENT**

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 – Buy American Requirements.

### **F. SALARY AND BONUS LIMITATIONS**

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-



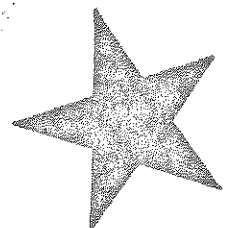
133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

#### **G. VETERANS' PRIORITY PROVISIONS**

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## APPENDIX IV



# ***EQUAL OPPORTUNITY is THE LAW***

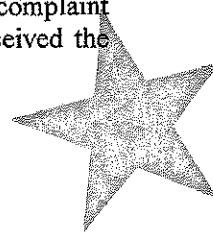
It is against the law for the New York State Department of Labor (NYSDOL) as a recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary or programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I- financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with such a program or activity.

## **What to Do If You Believe You Have Experienced Discrimination**

If you think you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: Omoye Cooper, Director, Division of Equal Opportunity Development, New York State Department of Labor, State office Campus, Building 12, Room 540, Albany, New York 12240, [usaada@labor.state.ny.us](mailto:usaada@labor.state.ny.us) – Phone: (518) 457-1984, (TDD) 1-800-662-1220, (VOICE) 1-800-421-1220; or you may file a complaint directly with: Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, D.C. 20210; Local Workforce Investment Area, Equal Opportunity Officer: Brigid Hand, The Workforce Partnership, 977 Hicksville Road, Massapequa, New York 11758, [bhand@oysterbay-ny.gov](mailto:bhand@oysterbay-ny.gov) Phone: (516) 797-4560, Fax: (516) 797-4565.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center, (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does not give you a written Notice of Final Action on your complaint, but you are dissatisfied with decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.





## APPENDIX V

# The Workforce Partnership

## ***PROCEDURE FOR FILING COMPLAINTS***

***You have the right to file a complaint*** regarding the implementation of any Title I financially assisted program or activity if you think you have been discriminated against. The Grievance Officer, Ms. Brigid Hand, will be available to review all complaints, assist in their processing and provide any necessary forms or technical assistance. She may be contacted at 977 Hicksville Road, Massapequa, New York 11758, Telephone (516) 797-4560, Fax (516) 797-4565, or e-mail bhand@oysterbay-ny.gov.

### **Procedures for Complaints**

#### **Non-Criminal and Non-Discrimination Complaints**

*Complaints and Grievances from Participants and other Interested Parties affected by Local Workforce Development System, including One-Stop Partners and Service Providers.*

All complaints must be in writing, signed and filed within one year of the facts that gave rise to the complaint. Prior to a formal hearing, the Grievance Officer will attempt to resolve the matter informally or at a conciliation conference. If no resolution is reached, the complainant is entitled to a hearing held on written notice. Such written notice must state date, place, and time of hearing. The complainant may be present at the hearing and may present evidence. The informal resolution and the hearing will be completed within 30 days of the filing of the grievance or complaint. A written decision must be issued to the complainant within 60 days of the filing of the complaint and must include notification to the complainant of the right to request a State level review of the findings.

State level appeals must be submitted in writing to the State Hearing Officer within 10 days of receipt of the Local Area findings. In addition, if no decision is rendered at the Local Area level within the prescribed 30-day period, the complainant may, within 15 days after such decision was due, appeal for a State Review.

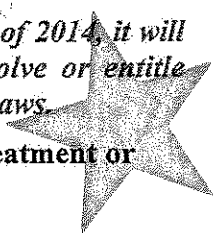
The information should be sent to: New York State Workforce Innovation and Opportunity Act Hearing Officer, New York State Department of Labor, State Office Building Campus, Building 12, Room 446, Albany, New York 12240. The Hearing Officer shall issue a decision within thirty days of receipt of a request for a review by a complainant.

### **Criminal Complaints**

All information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Department of Labor, Washington, D.C. 20210. At the same time, a copy should be sent to the New York State Department of Labor, in care of the State Representative, 303 West Old Country Road, Hicksville, New York 11801.

*If your complaint is not related to the Workforce Innovation and Opportunity Act of 2014, it will be referred to the appropriate agency or agencies. Complaints may also involve or entitle complainants to recourse from State or Federal agencies pursuant to applicable laws.*

**Please be assured that the filing of a complaint will *NOT* result in negative treatment or denial of services to the complainant.**



## Appendix VII

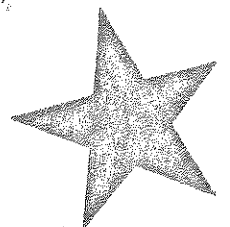
### Oyster Bay-North Hempstead-Glen Cove Workforce Development Board

#### Policy on Sub-Recipient (CONTRACTOR) Budget Modifications

##### Sub-recipient Contract Budgets (Youth Programs)

The sub-recipient may at any time during the term of the Contract request a modification of budget lines. In no case may a total contract amount be increased. Requests for modifications must be in writing to the Commissioner of Intergovernmental Affairs, Frank V. Sammartano, specifying the changes sought and the reason for the changes. The Division of Employment and Training shall review the request for modification in terms of the appropriate laws, regulations, and program goals.

Substantial youth contract modifications shall be reviewed by the Youth Committee. Youth contract budget lines may be modified through a letter of agreement modification. The letter of agreement modification includes a letter that describes the modification elements requested, the modification elements approved, and a justification explaining the reasoning that supports the elements that are approved for change. The letter will include signature lines for the Commissioner of Intergovernmental Affairs and the contractor.



**TOWN OF OYSTER BAY**  
**Inter-Departmental Memo**

August 29, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

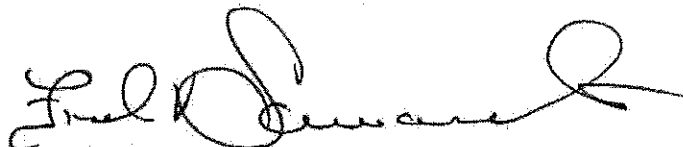
**SUBJECT:** SAVE THE SPACE  
**Workforce Development Board**  
**NYS In-School Youth Program**

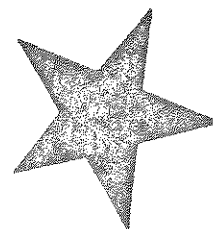
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In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of September 13, 2022.

This is a Workforce Innovation and Opportunity Act eligible cost and therefore at no cost to the Town of Oyster Bay.

Memorandum Docket to follow with full details.

  
Frank V. Sammartano  
Commissioner



Meeting of September 13, 2022

Resolution No.652-2022

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memoranda dated August 25, 2022 and September 1, 2022, advised that on May 27, 2022, the Department of Planning and Development issued a Request for Proposals ("RFP") in connection with the procurement of a telecommunications facilities consultant; and.

WHEREAS, the Department of Planning and Development received four (4) responses that were reviewed and evaluated in accordance with the Town's Procurement Policy, based on the technical merits of the response; and

WHEREAS, following review of the RFP response, Commissioner Maccarone, by said memoranda, requested that the Town Board authorize the retention of The Center for Municipal Solutions ("CMS"), 70 Cambridge Drive, Glenmont, New York 12077, to perform technical consulting for a term commencing September 14, 2022 through December 31, 2023, with an option to extend this agreement for one (1) two (2) year renewal period; and

WHEREAS, Commissioner Maccarone, by said memoranda, further requested that the Town Board authorize the Town to enter into an agreement with CMS as negotiated and attached, and further authorize the Supervisor and/or his designee to execute said agreement; and

WHEREAS, CMS will be paid from an escrow account held by the Town with monies deposited by applicants. Payment will be made by the Town Comptroller's Office after review and approval by the Department of Planning and Development and an audit by the Comptroller's Office of the claim form submitted by the consultant; and

WHEREAS, the office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Supervisor and/or his designee, is hereby authorized to execute an agreement with the The Center for Municipal Solutions, 70 Cambridge Drive, Glenmont, New York 12077, for the purpose of providing telecommunications facilities consulting services for a term commencing on September 14, 2022 through and including December 31, 2023, and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment for expenses incurred in connection with such telecommunications consulting services, with funds to be drawn from a trust account to be established that will be funded by telecommunications applicants, upon submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

7/15  
Reviewed By  
Office of Town Attorney

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

September 1, 2022

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 19  
DOCKET OF AUGUST 30, 2022  
AWARD OF CONTRACT FOR  
TELECOMMUNICATIONS FACILITIES CONSULTANT  
FOR THE TOWN OF OYSTER BAY

On May 27, 2022 the Department of Planning and Development issued a "Request for Proposal" (RFP) which was advertised in Newsday and published the RFP on the Town's website seeking a Telecommunications Facilities Consultant.


The Department of Planning and Development has received four (4) responses that were reviewed and evaluated based on the technical merits of the response. Related support documentation is on file in the Department of Planning and Development.

The Commissioner of Planning and Development, after review of the preliminary recommendations, including current workload, has selected the Center for Municipal Solutions (CSM) to perform technical consulting for a term commencing September 14, 2022 through December 31, 2023 with an option to extend this agreement for one (1) two (2) year renewal period.

It should be noted that the consultant will be paid from an escrow account held by the town with monies deposited by applicants. Payments will be made by the Town Comptroller's Office after review and approval by the Department of Planning and Development and the audit by the Comptroller's Office of the claim form submitted by the consultant.

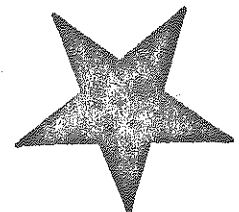
The office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreement.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM /dm

cc: Legislative Affairs



## AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between RICHARD A. COMI d/b/a THE CENTER FOR MUNICIPAL SOLUTIONS (herein after referred to as Consultant) (mailing address: 70 Cambridge Drive, Glenmont, New York 12077) party of the first part, and the TOWN OF OYSTER BAY NY (hereinafter referred to as Client) (mailing address: \_\_\_\_\_) party of the second part.

Consultant and Client, for the consideration named, hereby agree as follows:

1. PURPOSE

Client hereby retains Consultant for the purpose of assisting, advising and representing Client on matters relating to reviewing and analyzing applications received by Client for Wireless Telecommunications Facilities. Consultant will also advise client on all related telecommunications matters that may arise within the Town. The consultant is not a real estate broker or agent. All real estate brokerage services, if any, shall be performed by the Client or the Client's attorney.

2. SPECIFIC SERVICES:

The Consultant shall furnish appropriate Wireless Telecommunications Facilities siting assistance and advice to Client and Client officials involved in the processing of applications for Wireless Telecommunications Facilities, and, in connection therewith, shall:

- (a) Review all applications filed with Client for Wireless Telecommunications Facilities to make sure of technical compliance with the Town's Wireless Ordinance and any and all other applicable laws, rules and /or regulations;
- (b) Consultation with the Town and in particular the Department relative to any applications made by the telecommunications providers and/or their agents;
- (c) Preparation of comprehensive written reports relative to the consulting services provided to the Town, including reports as to any building/installation applications reviewed by the consultant and recommendations regarding same;
- (d) Attendance at any and all meetings at which the Town and consultants presence is required;
- (e) Perform inspections of the construction of the facility and in writing recommend when/if the certificate of compliance should be issued.
- (f) Consultant shall, in conjunction with the Client's Municipal Attorney, assist in the negotiation of all leases for the use of Client-owned property or facilities by wireless communications entities or persons at its normal hourly rate, with such cost to be paid out of the Applicant's escrow deposit or a written commitment by the potential lessee to reimburse the Client for the cost reasonably incurred on behalf of Client.

3. TIMES AND ATTENDANCE: COOPERATION BY CLIENT

Consultant shall perform the services described herein in as expeditious a manner as is reasonably possible and with due consideration of the time requirements of Client. Client recognizes that the timing of the performance of Consultant's services may be affected by previous commitments to other clients (including the delivery of promised services and work product and previously scheduled meetings), and situations normally and traditionally deemed to be matters of a force majeure nature, including those influenced by the weather, strikes, or power outages.

Client agrees to cooperate with Consultant, as needed, and to provide Consultant with copies of any records, documents and other information needed for the fulfillment of this agreement on a timely basis. Client further agrees to provide Consultant with access to appropriate officials and/or employees of Client, as may be needed in the fulfillment of the agreement. Moreover, both parties understand and agree that mutual accountability and responsiveness is critical to the successful completion of the project, and therefore both shall always make their best faith efforts to be accountable and promptly responsive to each other.

4. COMPENSATION

In payment for the services to be performed hereunder by Consultant, Client shall make payments to the Consultant as follows:

- (a) Client shall pay Consultant its normal published hourly rate (which at the date of this agreement is \$250.00 per hour, but is subject to reasonable change over time) for each hour of time devoted by Consultant to the performance of such services, provided, however, that for time traveling by Consultant in conjunction with the performance of such services Client shall pay Consultant only 50% of the Consultant's normal published rate.
- (b) Consultant shall invoice Client regularly, but no less frequently than monthly, after services have been performed for any compensation payable pursuant to paragraph 5(b) of this agreement. Such invoices shall be due and payable upon receipt, but in no case later than thirty (30) days.

5. REIMBURSEMENT FOR EXPENSES

For services performed hereunder, Client shall reimburse Consultant, for out-of-pocket expenses for the following items:

(a) Travel-related costs such as airfare, car rental, night lodging accommodations and meals consumed while on-site or enroute; (b) Expedited or overnight delivery service; (c) Any other reasonably necessary expenses directly related and attributable to the fulfillment of this agreement.

Consultant's requests for expense reimbursement shall be included in Consultant's invoice at actual cost, with no markup.

6. TERM OF AGREEMENT: TERMINATION

This agreement shall be for a period of September 14, 2022 through December 31, 2023. In the event that the Consultant refuses or fails to provide services hereunder with due diligence, or is guilty of a substantial violation of any provision of this agreement, Client shall send Consultant written notice that the Consultant has thirty (30) days to cure said default; and, if at the end of said thirty (30) day period Consultant has not cured said default, this agreement may be terminated.

7. STATUS OF CONSULTANT

Consultant and Client agree that in the performance of Consultant's services hereunder, Consultant shall not be deemed to be an employee of Client for any purpose whatsoever, nor act under Color of State. Consultant shall be deemed an independent contractor.

8. NOTICES

Any and all notices, invoices, and payments required hereunder shall be addressed to the parties at their respective addresses set forth in page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

9. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and interpreted in accordance with the Laws of the State of New York.

10. COMPLETE AGREEMENT: MODIFICATION

There are no terms, conditions or obligations other than those contained herein, and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement that have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the Consultant and Client by individuals duly authorized to do so, have signed this agreement, the day and year first above written.

CONSULTANT

By: *R.A. Comi*

R.A. Comi

The Center for Municipal Solutions

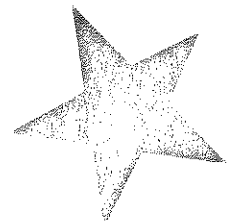
CLIENT

By: \_\_\_\_\_

\_\_\_\_\_, (printed)

Title: \_\_\_\_\_

Reviewed By  
Office of Town Attorney



**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

AUGUST 25, 2022

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: AWARD OF CONTRACT  
TELECOMMUNICATIONS FACILITIES CONSULTANT  
FOR THE TOWN OF OYSTER BAY  
SUPPLEMENTAL MEMO TO FOLLOW

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Additional information will be provided in a Supplemental Docket Memorandum. I therefore, recommend and request that a space be reserved at the next Town Board meeting on September 13, 2022.

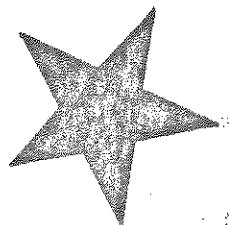


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ELIZABETH L. MACCARONE  
COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

ELM/dm

C: Legislative Affairs





Meeting of September 13, 2022

Resolution No.653-2022

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memoranda dated August 26, 2022, and September 1, 2022, requested that Lisa Ciccolella be appointed as a Member of the Zoning Board of Appeals for the Town of Oyster Bay, to fill the current vacancy from September 14, 2022 through December 31, 2026, at an annual salary of \$22,550.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Lisa Ciccolella is hereby appointed as a Member of the Zoning Board of Appeals for the Town of Oyster Bay for a term from September 14, 2022 through December 31, 2026, at an annual salary of \$22,550.00.

-#-

*EL*  
Reviewed By  
Office of Town Attorney  
*Elizabeth A. Langman*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY**  
**Inter-Departmental Memo**

**To:** MEMORANDUM DOCKET

**From:** ELIZABETH L. MACCARONE  
DEPARTMENT OF PLANNING AND DEVELOPMENT

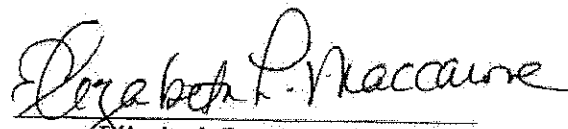
**Date:** SEPTEMBER 1, 2022

**Subject:** SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 20  
DOCKET OF AUGUST 30, 2022  
APPOINTMENT OF ZONING BOARD OF APPEALS MEMBER  
LISA CICCOLELLA

---

I am respectfully requesting that Lisa Ciccolella, 251 8<sup>th</sup> Street, Bethpage, New York 11714 be appointed to the Zoning Board of Appeals in Slot No. 441006 for a term commencing 9/14/2022 through 12/31/2026 at an annual salary of \$22,550.

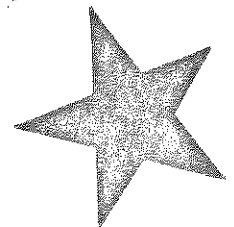
Further to the above be advised that funds are available for this purpose in Account No. PAD B 8010.11000.000.0000.

  
Elizabeth L. Maccarone  
Commissioner

ELM:dm

Cc: Legislative Affairs

John Canning, Commissioner, Human Resources



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: ELIZABETH L. MACCARONE, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

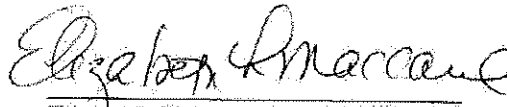
Date: AUGUST 26, 2022

Subject: APPOINTMENT OF A ZONING BOARD OF APPEALS MEMBER

SUPPLEMENTAL MEMO TO FOLLOW

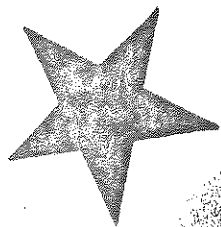
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Additional information will be provided in a Supplemental Docket Memorandum. I therefore recommend and request that a space be reserved at the next Town Board meeting on September 13, 2022.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:dm

cc: Legislative Affairs



WHEREAS, Tony Ventiera, Past President for the Feast and Festival Committee, Columbus Lodge #2143, Order Sons of Italy in America (the "Lodge"), 2143 Boundary Avenue, South Farmingdale, NY 11735, by letter dated January 31, 2022, requested the closure of North Broadway, North Massapequa, between the blocks of North Beech Street and North Nassau Street from 6:00 a.m. until 8:00 p.m. on Sunday, September 25, 2022, with a rain date of October 2, 2022, to conduct the 26<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival, and for use of Town equipment, including complete barricades, two (2) show mobiles, one hundred and fifty (150) chairs to be placed at the show mobiles, and (2) highway packers, as well as the waiver of Town Ordinance 82-3 pertaining to the consumption of alcoholic beverages in public; and

WHEREAS, John Bishop, Deputy Commissioner, Department of Public Works, by memorandum dated August 23, 2022, and Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 8, 2022, advised that fifty (50) complete barricades, two (2) highway packers and one (1) street sweeper, will not be otherwise required for use by the Town at that time, and that the Department has no objection to closing the portion of North Broadway, N. Massapequa, as requested and Joseph Pinto, Commissioner, Department of Parks has advised that the Town would provide two (2) show mobiles and chairs to be placed at the show mobiles; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of this request will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set fourth are hereby approved, and the Department of Public Works is hereby authorized to close North Broadway, North Massapequa between the blocks of North Beech Street and North Nassau Street from 6:00 a.m. until 8:00 p.m. on Sunday, September 25, 2022, with a rain date of October 2, 2022, and to allow the use of fifty (50) complete barricades, two (2) highway packers, one (1) street sweeper, two (2) show mobiles and chairs, as well as the waiver of Town Ordinance 82-3 pertaining to the consumption of alcoholic beverages in public for the 26<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the afore-described activities; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$1,000,000 each occurrence, and \$2,000,000 general aggregate, naming the Town of Oyster Bay as additional insured, in connection with the aforementioned activity; and

Reviewed By  
Office of Town Attorney

4. The event shall comply with all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled by the Town of Oyster Bay at any time to prevent harm to the population from the COVID-19 Virus, or from any other threat to public health and/or safety.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

17

654

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 29, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD W. LENZ P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

**SUBJECT:** COLUMBUS LODGE #2143, ORDER SONS AND DAUGHTERS OF ITALY IN AMERICA  
26<sup>TH</sup> ANNUAL COLUMBUS LODGE ITALIAN FEAST AND FESTIVAL  
SEPTEMBER 25<sup>TH</sup> 2022 – RAIN DATE – OCTOBER 2<sup>ND</sup> 2022  
(SUPPLEMENTAL MEMO MD 8/30/22 #38)

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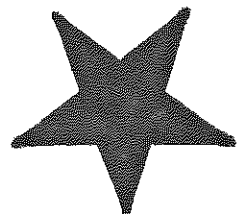
Enclosed please find a copy of the letter from Tony Ventiera, Past President for the Feast & Festival Committee, requesting our assistance on behalf of the Columbus Lodge #2143, Order Sons and Daughters of Italy in America in conducting their 26<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival on North Broadway between the blocks of North Beech Street and North Nassau Street in North Massapequa. The festival will be held on Sunday, September 25<sup>th</sup> 2022 from 11:00 am until 6:00 pm, with a rain date of October 2<sup>nd</sup> 2022.

The Highway Division has no objection to the closing of North Broadway in North Massapequa between the blocks of North Beech Street and North Nassau Street, from 6:00 am until 8:00 pm on Sunday, September 25<sup>th</sup> 2022

Further, the Highway Division can readily supply fifty (50) complete barricades, two (2) highway packers, and a street sweeper. As during past events, we will provide the sweeper and highway packers only if manned by volunteers from within the highway department.

Parks Department is also providing various equipment for this event as well.


The Columbus Lodge #2143 has requested a waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3) of the Town of Oyster Bay for their 26<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival on September 25<sup>th</sup> 2022 and the rain date of October 2<sup>nd</sup> 2022.

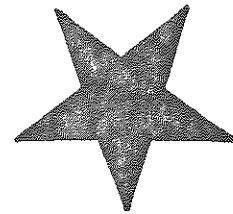


**COLUMBUS LODGE #2143 DOCKET PAGE 2**

The Columbus Lodge #2143 is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

Also attached are the Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement, and Covid-19 Addendum Agreement to cover this event. Therefore, Town Board approval is requested.

  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION



kz  
Attachments

CC: Richard Lenz, P.E., Commissioner of DPW  
Peter Brown, General Foreman 002  
Richard LaMarca, Town Clerk  
Elizabeth Tarpinian, Supervisors Office  
Cathy Walsh, Department of Sanitation  
Cathy McWilliams, Department of Parks  
Justin McCaffrey, Department of Public Safety



## ***Columbus Lodge #2143 Order Sons of Italy in America***

2143 Boundry Avenue  
So. Farmingdale, NY 11735

Telephone (516) 293-8545

January 31, 2022

### **VIA FACSIMILE**

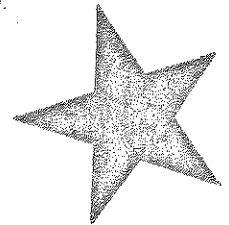
Supervisor Joseph S Saladino  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, N.Y. 11771-1592

Dear Supervisor Saladino:

On behalf of Columbus Lodge #2143, Order Sons and Daughters of Italy in America, we are requesting permission to host the Twenty-Sixth Annual Columbus Lodge Italian Feast and Festival. As in the past, it will be held on North Broadway North Massapequa between the blocks, N. Beech and N. Nassau Streets. We are requesting Sunday, September 25, 2022 from 11:00 AM to 6:00 PM. The rain date would be Sunday, October 3, 2022. As always, Opening Ceremonies are at 1:00 PM.

In conjunction with the Feast and Festival, we are requesting the following:

- Road closure of N. Broadway, between N. Elm and N. Nassau Streets from approximately 6:00 AM to 8:00 PM.
- Permission to hang decorative ornaments.
- Permission to hang one banner across N. Broadway
- Two show mobiles
- One CVM truck with necessary tools
- 70 barricades.(approx)
- Two sanitation packers.
- The service of street sweepers
- 150 chairs to be placed at main show mobile (N. Beech ST.)
- Open Container law waived for the day. Please include this in your response.





-2-

Columbus Lodge Feast and Festival 2022  
January 31, 2022

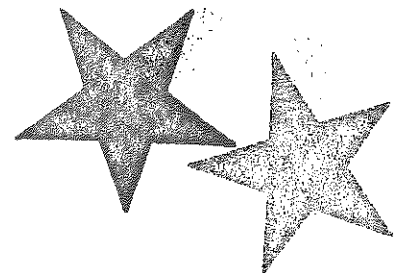
Thank you in advance for your assistance in this matter and if you there are any questions, please contact me on my cell at [REDACTED]

Sincerely,

Tony V

Tony Ventiera, Past President  
For the Feast and Festival Committee

CC: Commissioner Joseph Pinto  
Commissioner John Bishop  
Commissioner Justin Mc Caffrey  
Assistant to Commissioner Frank Gatto  
Lodge President, Gary Caparco





ORDER-1

OP ID: MV

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NGL Group LLC 112 Merrick Road Lynbrook, NY 11663 Vincent R. Ventiera	518-599-1100	CONTACT Vincent R. Ventiera PHONE (A/C, No, Ext): 518-599-1100 FAX (A/C, No): 518-599-2988 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: US Liability Insurance Co.		25895
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1	TR	INSD	WVD	(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	SE1048795	09/24/2022	09/27/2022	EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> Rain Date Only	X	SE1048795	09/30/2022	10/03/2022	DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000
						MED EXP (Any one person) \$ 1,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	ANY AUTO OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Festival 9/25/22. Additional insured as respects General Liability where there is a written contract: Town of Oyster Bay Highway Department, 150 Miller Place, Syosset, NY 11791. Includes rain date and banner coverages. Rain date: 9/30/22 to 10/3/22.

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF OYSTER BAY HIGHWAY DEPARTMENT 150 MILLER PLACE SYOSSET, NY 11791	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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Reviewed By  
Office of Town Attorney  
E. J. [Signature]

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM**

**RAIN DATE COVERAGE FOR SPECIAL EVENTS**

**SCHEDULE**

**Original Date(s):**

9/25/2022 to 9/25/2022

**Rain Date(s):**

10/2/2022

In consideration of the premium charged, it is hereby agreed and understood that if the event for which the policy was written is not held on the Original Date(s) Scheduled, due to inclement weather, that we will provide coverage on the Rain Date(s) Scheduled provided, however, that no material change in the Special Event as described in the application submitted in the connection with the policy. For purposes of this endorsement, "material change" shall mean a change in the nature or character of the Special Event, which, in the judgement of Company, would cause Company to decline to issue coverage for underwriting reasons or charge additional premium for the coverage.

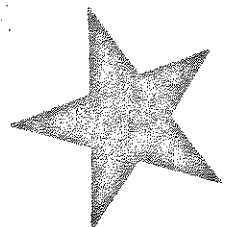
Rain Date Coverage will not apply if the event for which this policy was written was held in whole or in part on any of the Original Date(s) Scheduled.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

L-562 (7/03)

Reviewed By  
Office of Town Attorney  
*E. J. Fought*

Page 1 of 1



This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM**

**SPECIAL EVENTS  
BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – Who Is An Insured of the Commercial General Liability Coverage Form** is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

**Exclusions under Coverage A, Bodily Injury and Property Damage Liability, Coverage B, Personal and Advertising Injury Liability; and Coverage C, Medical Payments** are amended to add the following:

We will not pay for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury" occurring:

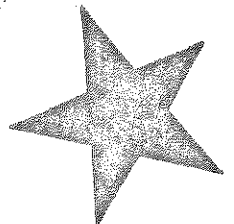
- (1) After all of "your work", including labor, materials, parts or equipment furnished in connection with "your work" and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
- (2) When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for "bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

**Section II – Who Is an Insured of the Liquor Liability Coverage form** is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to their alleged liability for "injury"



occurring on or after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

but only if such alleged liability results directly from the selling, serving or furnishing of any alcoholic beverage at the Special Event shown on the Declaration page.

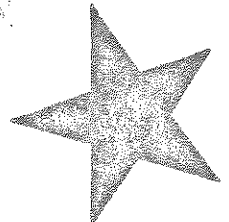
Coverage is not provided for "injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged and shall apply to the coverage provided by this endorsement. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Reviewed By  
Office of Town Attorney

*E. Faughan*



**Hold Harmless Agreement for Use of Town Property and/or Equipment**

This Agreement is made this 26 day of August, 2022, by Anthony Ventiera on behalf of OSIA Columbus Lodge 2143 (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay premises, property and/or equipment located at and/or described as including, but not limited to, closure & use of North Broadway between the blocks of North Beach Street and North Nassau Street in North Massapequa, complete barricades, banner across North Broadway, and any other requested property/equipment. For the event described as the 26<sup>th</sup> Annual Columbus Lodge Italian Feast and Festival. The property/equipment is needed from 9/24/2022 to 9/27/2022, with raindate September 30, 2022 to October 3, 2022. The event for which the property and/or equipment is requested ( ) is ( ) is not a profit making event.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any injuries sustained and/or damages incurred arising out of the Organization's use of the Town property and/or equipment, except if and to the extent caused by the Town's negligence or willful misconduct. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and volunteers, and to protect and defend them against any and all claims for loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment, except if and to the extent caused by the Town's negligence or willful misconduct.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement. The Organization's insurance coverage shall be primary to any coverage or obligation of the Town.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

Name of Organization

OSIA Columbus Lodge 2143

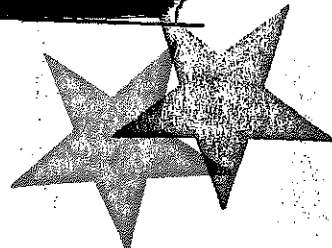
Address of Organization

2143 Boundary AveFarmingdale, NY 11735By: Anthony C. Ventiera

Authorized Representative

Title: Feast ChairmanTelephone Number: [REDACTED]

Reviewed By  
Office of Town Attorney  
E. Capogrosso





**TOWN OF OYSTER BAY  
ADDENDUM TO PERMIT APPLICATION**

Applicant Name: OSIA Columbus Lodge 2143  
 Event Description: Italian Feast & Festival  
 Event Date: 9/25/22 Rain date 10/2/22

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.

Anthony C. Ventiera  
 Applicant Signature

STATE OF NEW YORK    )  
                                   ) ss:  
 COUNTY OF NASSAU    )

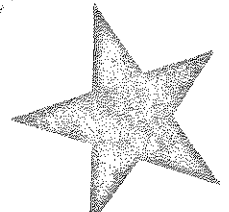
On the 12 day of August, 2022, before me, the undersigned, personally appeared Anthony Ventiera personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Kern A. DePina  
 Notary Public

LYNN A. DEFINA  
 Notary Public, State of New York  
 No. 0100158388  
 Qualified in Nassau County  
 Commission Expires October 2, 2023

Reviewed By  
 Office of Town Attorney  
E. J. [Signature]

Last Revised: May 5, 2021



**DATE:** 8/30/2022

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Columbus Lodge #2143 Order of Sons of Italy Festival

**PLEASE DELIVER TO:**

N. Broadway  
Massapequa

**DATE OF EVENT:** 9/25/22, RD 10/2/22

**SNOW FENCE:**

**BARRICADES:** 50

**CONTACT:** Tony Ventiera  
[REDACTED]

**CONES:**

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:** 2

**CVM TRUCK:** 1


**DELIVER ON:** 9/23/22

**PICKUP ON:** 9/27/22

**SWEEPING BEFORE AFFAIR IS NEEDED:**

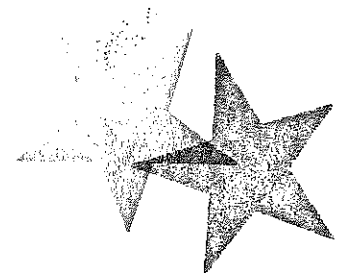
XX  
YES NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

JPB/kaz

CC: Peter Brown, General Foreman 002  
Jack Grandine, Regional Foreman 007  
Mike Cipriano, CVM  
Public Safety Division  
Dan Kornfeld





## TOWN OF OYSTER BAY

## Inter-Departmental Memo

August 26, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD LENZ, COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

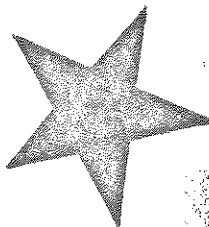
**SUBJECT:** COLUMBUS LODGE #2143 SONS AND DAUGHTERS OF ITALY  
FESTIVAL

---

Please reserve a space on the Town Board calendar of September 13<sup>th</sup> 2022 with respect to the Columbus Lodge #2143 Sons and Daughters of Italy event on September 25<sup>th</sup> 2022 with a rain date of October 2<sup>nd</sup> 2022. Supplemental memorandum to follow.

  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DEPARTMENT

kz



CORRECTED COPY

Meeting of September 13, 2022

Resolution No. 655-2022

WHEREAS, by Resolution No. 545-2021, adopted on September 14, 2021, the Town Board awarded Contract No. DP21-216, Renovations to Mill Pond House Phase 1, Selective Demolition and Structural Shoring, to Lipsky Enterprises, Inc., 814 Montauk Highway, Bayport, New York 11705; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated August 29, 2022 and September 2, 2022, Michael Spinelli, II, Associate, AIA, Master Architect, Nassau Suffolk Engineering and Architecture, PLLC, Consulting Engineers, by letter dated June 21, 2022, advised that it is necessary and essential to authorize Change Order No.1, relative to the Construction Phase of Contract No. DP21-216, for a total net increase in the amount of \$111,390.50, and recommended such authorization from the Town Board,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, Change Order No.1, relative to the Construction Phase of Contract No. DP16-216, is hereby approved, and the Town Supervisor, or his duly appointed designee, is hereby authorized and directed to sign Change Order No.1, for a total net increase in the amount of \$111,390.50, setting forth the additional work required; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. PKS H 7197 20000 000 1902; 001, Project ID No. 1902 PKSA 08 and be it further

RESOLVED, that the Town Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

655

**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

September 2, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL MEMO TO ITEM NO. 40  
DOCKET OF AUGUST 30, 2022  
RENOVATIONS TO MILL POND HOUSE PHASE 1  
SELECTIVE DEMOLITION AND STRUCTURAL SHORING  
ACCOUNT NO. PKS H 7197 20000 000 1902 001  
PROJECT ID NO. 1902 PKSA 08  
CONTRACT NO. DP21-216

---

In furtherance to Item No. 40 of the docket of August 30, 2022, attached is a letter from Nassau Suffolk Engineering & Architecture, PLLC dated June 21, 2022 concerning Change Order No. 1 for a total net increase in the amount of \$111,390.50.


Said Change Order No.1 encompasses the Contractor's submitted price for changes in the scope of work. These items include additional structural carpentry of deteriorated structural wood members of the existing house frame on both the 1<sup>st</sup> and 2<sup>nd</sup> floors, additional sub-surface roof repairs on the flat roof due to the negative slope created by lateral structural damage and the demolition of fire damaged Victorian Era portion of the structure. These items were discovered upon removal of the interior wall and roof coverings.

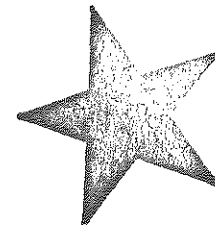
The contractor, Lipsky Enterprises, Inc. has submitted their price quote for the proposed items of work and the consultant, Nassau Suffolk Engineering & Architecture, PLLC, reviewed the contractor's price quote and finds the increased cost of \$111,390.50 for the additional scope of work to be fair and reasonable.

Funds are available for the described Change Order No. 1 in the amount of \$111,390.50 in which \$16,327.05 will be funded through "Potential Quantity Increases" and the remaining amount of \$95,063.45 will be funded through Account No. PKS H 7197 20000 000 1902 001, Project No. 1902 PKSA 08.

The office of the Inspector General has reviewed the proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by resolution, the above-described Change Order No. 1 having a result of a net increase in the amount of \$111,390.50 relative to the Renovations to Mill Pond House Phase 1 Selective Demolition and Structural Shoring, Contract No. DP21-216.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



RWL/JCT/MR/SJ/nm

Attachments

cc: Steve Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks  
DP21-216 Supplemental Docket Memo Mill Pond House Change Order 1 for Lipsky Enterprises, Inc. 111390.50



NASSAU SUFFOLK  
ENGINEERING &  
ARCHITECTURE, PLLC

June 21, 2022

Richard W. Lenz, P.E.  
Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Re: Selective Demolition & Structural Shoring at Mill Pond House  
Oyster Bay, New York  
Contract No. DP21-216 (PWC22-20)  
NSEA No. N-40:2002

Dear Commissioner Lenz:

Nassau Suffolk Engineering & Architecture, PLLC ("NSEA") is in receipt of Lipsky Enterprises ("Lipsky") potential change orders ("PCO") nos. 1 through 6. NSEA has reviewed the scope of work and amounts requested, and negotiated these values with Lipsky. Based on NSEA's review and negotiations, NSEA attached Change Order No. 1, in the amount of \$111,390.50 (Exhibit 1). A detailed review and explanation of these PCOs is presented below.

PCOs 1, 2 and 3

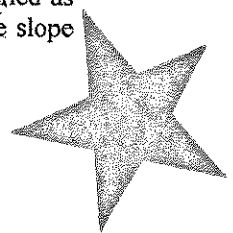
PCO nos. 1 & 2 have been superseded and are now included in PCO no. 3. PCO no. 3, in the amount of \$41,122.00, is due to the latent deficient structural conditions within the building which were uncovered during the selective demolition portion of construction. Significant and additional deterioration of the building occurred which was masked by building finishes such as drywall and flooring. As finishes were removed from the building, it became evident that to ensure the structural integrity of the building, as well as the safety of those within the building, additional shoring would be required. In order to account for the latent structural conditions, NSEA prepared shoring design sketches in response to Lipsky RFI's No. 3 & 5. PCO no. 3 reflects the costs associated with the additional shoring (Exhibit 2). Following this letter are photographs depicting the current condition of areas of required shoring.

PCO 4

PCO no. 4 is a credit to the Town in the amount of \$8,095.50. Due to the extensive fire damage to the south addition of the building (which NSEA does not believe to contain historic value), Lipsky was directed to stop work in this area and discontinue selective demolition in that portion of the building. PCO no. 4 provides a credit to the Town for the value of the work not performed. (Exhibit 3).

PCO 5

PCO no. 5 in the amount of \$2,712.00 is due to the latent sub-roof conditions on the buildings rear flat roof located over the structure's former "dinning room." Similar to PCO 3 above, as demolition and repairs to the roof were in progress of being executed, additional latent defects were discovered and identified as hazardous to the stability of the roof. Owing to decades of deterioration, the roof had a negative slope



Richard W. Lenz, P.E., Commissioner  
June 21, 2022  
Page 2 of 4

allowing water to pool, thus creating additional load instead of allowing water to properly drain off the structure. PCO no. 5 is for Lipsky to replace the subsurface of the roof, minimize future water infiltration, increase structural stability, and provide for a positive roof slope.

PCO 6

PCO No. 6 in the amount of \$75,652.00 is for the demolition of the fire damaged portion of the building, and enclosing the Victorian Era addition to the structure. Upon commencement of demolition, the true extent of the fire damage in the Victorian Era addition was discovered. As a result, NSEA deemed work in this area to be unsafe, and recommended that this portion of the structure be fully deconstructed. PCO 6 includes full demolition of the addition, structural stabilization required in the remaining building, and installation of new sheathing and cedar siding, allowing for a more historical replication as the material weathers.

Based on the scope of work provided for in Change Order No. 1 Lipsky will require an extension of time addition to its current contract of 120 days.

Based on the foregoing, NSEA hereby recommends that the Town of Oyster Bay enter into Change Order No. 1, with Lipsky Enterprise, Inc. in the amount of \$111,390,50, on the subject contract.

If you have any questions or comments, please feel free to contact us via email or phone.

Very truly yours,

NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

*Michael Spinelli*

Michael Spinelli II, Associate AIA, M. Arch  
Project Manager

Enc. (Via Email)

cc:

John Tassone, Deputy Commissioner, Department of Public Works, Division of Engineering  
Sean Jordan, Town of Oyster Bay, Division of Engineering  
Michael W. Spinelli, JD, AIA, President, , NSEA  
Ryan Rosenberg, AIA, NCARB, Senior. Architect, NSEA

**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**

Construction of "Restorations to the Mill Pond House Phase 1 &  
2 Selective Demolition and Structural Shoring, Oyster Bay, New  
York."

**Contract No. DP 21-216  
CHANGE ORDER NO. 1**

To: Lipsky Enterprises, Inc.

From: Nassau Suffolk Engineering & Architecture, PLLC

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

**ITEM 1**

Provide structural carpentry replacement of deteriorated structural wood members of the existing house framing on the first floor per RFI #3. Provide structural carpentry of deteriorated structural wood members of the existing house framing on the second floor / roof per RFI #5. Similarly, a credit for structural shoring with remaining unused balance from the original contract Schedule of Values is provided under this item. This item is enumerated in the provided PCO #3 (PCO #3 supersedes and includes PCO's #1 & 2).

**TOTAL OF ITEM 1:** \$41,122.00

**ITEM 2**

Provide credits for scope that cannot be executed due to fire damaged portion of the house due to the existing fire damage per RFI #4. This item is enumerated in the provided PCO #4.

**TOTAL OF ITEM 2:** <\$8,095.50>

**ITEM 3**

Provide additional sub-surface roofing repairs on building flat roof due to negative slope created by latent structural damages. This item is enumerated in the provided PCO #5.

**TOTAL OF ITEM 3:** \$2,712.00

**ITEM 4**

Provide complete building demolition of fire-damaged Victorian Era portion of the structure. Scope includes complete demolition of this portion of the building, structural shoring & stabilization, enclosing building with plywood and building wrap, and finished cedar shakes to emulate the rest of the remaining building. This item is enumerated in the provided PCO #8.

**TOTAL OF ITEM 4:** \$75,652.00

**TOTAL OF CHANGE ORDER NO. 1:**

**\$ 111,390.50**

The original Contract sum was:

**\$ 326,541.00**

Net Change by previously authorized Change Orders:

**\$ 0.00**

Total Contract sum prior to this Change Order:

**\$ 326,541.00**

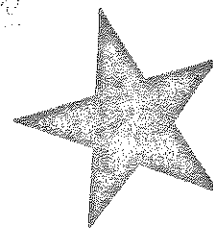
Change Order No. 1:

**\$ 111,390.50**

**New Contract sum including CHANGE ORDER NO. 1:**

**\$ 437,931.50**

The above work is to be performed in accordance with the letter from \_\_\_\_\_, dated \_\_\_\_\_, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at cost to the Town in the amount of \_\_\_\_\_.



The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by: Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spinel  
MICHAEL SPINELLI

Dated: 07.27.22

Accepted by: Lipsky Enterprise

by: [Signature]  
THOMAS TELMEGUE

Dated: 7.26.22

Sufficient funding for this Change Order is available within  
(the Contract Encumbrance/Account No. \_\_\_\_\_):

by: [Signature] 8/23/22  
Robert Darlenzo, Director of Finance

by: [Signature] 8/23/22  
Steven Ballas, Comptroller

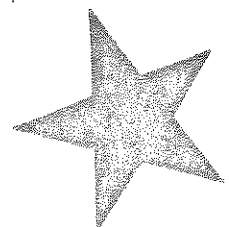
The above Change Order is hereby accepted:  
Town of Oyster Bay

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_

[Signature]  
Brian Moone, Inspector General

Dated: 8/29/22



The above Change Order is hereby accepted by the Town of Oyster Bay

Recommended by, Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spill  
MICHAEL SPILL II

Dated: 7.27.22

Accepted by: Lipsky Enterprise

by: [Signature]  
Tina M. Manganone

Dated: 7.27.22

Sufficient funding for this Change Order is available within  
(the Contract encumbrance/Account No. \_\_\_\_\_):

by: [Signature] 8/22/22  
Robert D'Amico, Director of Finance

by: [Signature] 8/23/22  
Steven Ballas, Comptroller

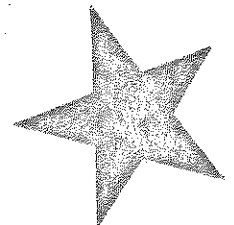
The above Change Order is hereby accepted:  
Town of Oyster Bay

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_

[Signature]  
Brian Noppe, Inspector General

Dated: 8/29/22





**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**

Construction of "Restorations to the Mill Pond House Phase 1 &  
2 Selective Demolition and Structural Shoring, Oyster Bay, New  
York."

**Contract No. DP 21-216**  
**CHANGE ORDER NO. 1**

To: Lipsky Enterprises, Inc.

From: Nassau Suffolk Engineering & Architecture, PLLC

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

**ITEM 1**

Provide structural carpentry replacement of deteriorated structural wood members of the existing house framing on the first floor per RFI #3. Provide structural carpentry of deteriorated structural wood members of the existing house framing on the second floor / roof per RFI #5. Similarly, a credit for structural shoring with remaining unused balance from the original contract Schedule of Values is provided under this item. This item is enumerated in the provided PCO #3 (PCO #3 supersedes and includes PCO's #1 & 2).

**TOTAL OF ITEM 1:** \$41,122.00

**ITEM 2**

Provide credits for scope that cannot be executed due to fire damaged portion of the house due to the existing fire damage per RFI #4. This item is enumerated in the provided PCO #4.

**TOTAL OF ITEM 2:** <\$8,095.50>

**ITEM 3**

Provide additional sub-surface roofing repairs on building flat roof due to negative slope created by latent structural damages. This item is enumerated in the provided PCO #5.

**TOTAL OF ITEM 3:** \$2,712.00

**ITEM 4**

Provide complete building demolition of fire-damaged Victorian Era portion of the structure. Scope includes complete demolition of this portion of the building, structural shoring & stabilization, enclosing building with plywood and building wrap, and finished cedar shakes to emulate the rest of the remaining building. This item is enumerated in the provided PCO #8.

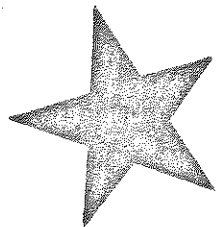
**TOTAL OF ITEM 4:** \$75,652.00

**TOTAL OF CHANGE ORDER NO. 1:**

**\$ 111,390.50**

The original Contract sum was.	\$ 326,541.00
Net Change by previously authorized Change Orders:	\$ 0.00
Total Contract sum prior to this Change Order:	\$ 326,541.00
Change Order No. 1:	<u>\$ 111,390.50</u>
New Contract sum including CHANGE ORDER NO. 1:	\$ 437,931.50

The above work is to be performed in accordance with the letter from \_\_\_\_\_, dated \_\_\_\_\_, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at cost to the Town in the amount of \_\_\_\_\_.



The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by: Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spivelli  
MICHAEL SPIVELLI II

Dated: 7.27.22

Accepted by: Lipsky Enterprise

by: [Signature]  
Tina X. Telmer

Dated: 7.27.22

Sufficient funding for this Change Order is available within  
(the Contract encumbrance/Account No. \_\_\_\_\_):

by: [Signature] 8/23/22  
Robert Dehenzo, Director of Finance

by: [Signature] 8/23/22  
Steven Ballas, Comptroller

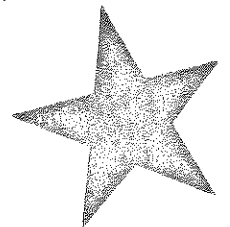
The above Change Order is hereby accepted:  
Town of Oyster Bay

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_

[Signature]  
Brian Nogue, Inspector General

Dated: 8/29/22



**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**

Construction of "Restorations to the Mill Pond House Phase 1 &  
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**Contract No. DP 21-216  
CHANGE ORDER NO. 1**

To: Lipsky Enterprises, Inc.

From: Nassau Suffolk Engineering & Architecture, PLLC

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**TOTAL OF ITEM 1:** \$41,122.00

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**TOTAL OF ITEM 2:** <\$8,095.50>

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Provide complete building demolition of fire-damaged Victorian Era portion of the structure. Scope includes complete demolition of this portion of the building, structural shoring & stabilization, enclosing building with plywood and building wrap, and finished cedar shakes to emulate the rest of the remaining building. This item is enumerated in the provided PCO #8.

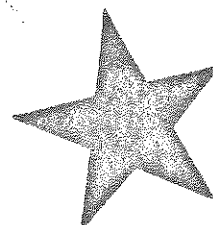
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New Contract sum including CHANGE ORDER NO. 1:	<b>\$ 437,931.50</b>

The above work is to be performed in accordance with the letter from \_\_\_\_\_, dated \_\_\_\_\_, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at cost to the Town in the amount of \_\_\_\_\_.



The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by: Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spinnell  
MICHAEL SPINELL II

Dated: 7.27.22

Accepted by: Lipsky Enterprise

by: Joseph S. Saladino  
Joseph S. Saladino

Dated: 7.27.22

Sufficient funding for this Change Order is available within  
(the Contract encumbrance/Account No. \_\_\_\_\_):

by: Robert Darienzo 8/23/22  
Robert Darienzo, Director of Finance

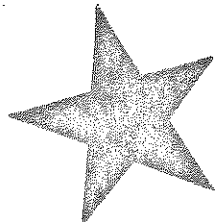
by: Steven Ballas 8/23/22  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
Town of Oyster Bay

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_

Brian Noone  
Brian Noone, Inspector General  
Dated: 8/29/22



**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**

Construction of "Restorations to the Mill Pond House Phase 1 &  
2 Selective Demolition and Structural Shoring, Oyster Bay, New  
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**Contract No. DP 21-216  
CHANGE ORDER NO. 1**

To: Lipsky Enterprises, Inc.

From: Nassau Suffolk Engineering & Architecture, PLLC

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**TOTAL OF ITEM 1:** \$41,122.00

**ITEM 2**

Provide credits for scope that cannot be executed due to fire damaged portion of the house due to the existing fire damage per RFI #4. This item is enumerated in the provided PCO #4.

**TOTAL OF ITEM 2:** <\$8,095.50>

**ITEM 3**

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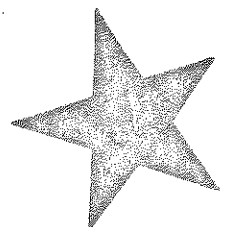
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The above work is to be performed in accordance with the letter from \_\_\_\_\_, dated \_\_\_\_\_, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at cost to the Town in the amount of \_\_\_\_\_.



The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by: Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spall  
MICHAEL SPALL II

Dated: 07.22.22

Accepted by: Dipsky Enterprise

by: Joseph S. Saladino  
Joseph S. Saladino, Town Supervisor

Dated: 7.21.22

Sufficient funding for this Change Order is available within  
(the Contract encumbrance/Account No. \_\_\_\_\_):

by: Robert I. Iannazzo 8/23/22  
Robert Iannazzo, Director of Finance

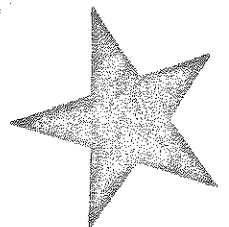
by: Steven Ballas 8/23/22  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
Town of Oyster Bay

Joseph S. Saladino, Town Supervisor

Dated: Brian Noche  
Brian Noche, Inspector General

Dated: 8/29/22



**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**  
Construction of "Restorations to the Mill Pond House Phase 1 &  
2 Selective Demolition and Structural Shoring, Oyster Bay, New  
York."

Contract No. DP 21-216  
CHANGE ORDER NO. 1

To: Lipsky Enterprises, Inc.

From: Nassau Suffolk Engineering & Architecture, PLLC

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**ITEM 1**

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**TOTAL OF ITEM 1:** \$41,122.00

**ITEM 2**

Provide credits for scope that cannot be executed due to fire damaged portion of the house due to the existing fire damage per RFI #4. This item is enumerated in the provided PCO #4.

**TOTAL OF ITEM 2:** <\$8,095.50>

**ITEM 3**

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**ITEM 4**

Provide complete building demolition of fire-damaged Victorian Era portion of the structure. Scope includes complete demolition of this portion of the building, structural shoring & stabilization, enclosing building with plywood and building wrap, and finished cedar shakes to emulate the rest of the remaining building. This item is enumerated in the provided PCO #8.

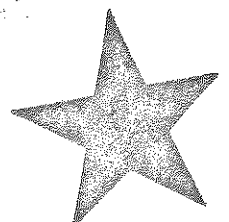
**TOTAL OF ITEM 4:** \$75,652.00

**TOTAL OF CHANGE ORDER NO. 1:**

**\$ 111,390.50**

The original Contract sum was:	\$ 326,541.00
Net Change by previously authorized Change Orders:	\$ 0.00
Total Contract sum prior to this Change Order:	\$ 326,541.00
Change Order No. 1:	<u>\$ 111,390.50</u>
New Contract sum including CHANGE ORDER NO. 1:	<b>\$ 437,931.50</b>

The above work is to be performed in accordance with the letter from \_\_\_\_\_, dated \_\_\_\_\_, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at cost to the Town in the amount of \_\_\_\_\_.



The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by: Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spinnelli  
MICHAEL SPINNELLI

Dated: 07.29.22

Accepted by: Lipsky Enterprise

by: Travis Telanague  
Travis Telanague

Dated: 7.29.22

Sufficient funding for this Change Order is available within  
(the Contract Encumbrance/Account No. \_\_\_\_\_).

by: Robert Darienzo 8/23/22  
Robert Darienzo, Director of Finance

by: Steven Ballas 8/23/22  
Steven Ballas, Comptroller

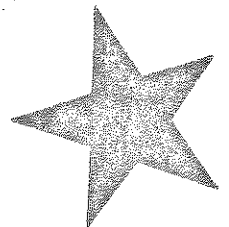
The above Change Order is hereby accepted:  
Town of Oyster Bay

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_

Brian Noone  
Brian Noone, Inspector General

Dated: 8/29/22





**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**

Construction of "Restorations to the Mill Pond House Phase 1 &  
2 Selective Demolition and Structural Shoring, Oyster Bay, New  
York."

Contract No. DP 21-216  
CHANGE ORDER NO. 1

To: Lipsky Enterprises, Inc.

From: Nassau Suffolk Engineering & Architecture, PLLC

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

**ITEM 1**

Provide structural carpentry replacement of deteriorated structural wood members of the existing house framing on the first floor per RFI #3. Provide structural carpentry of deteriorated structural wood members of the existing house framing on the second floor / roof per RFI #5. Similarly, a credit for structural shoring with remaining unused balance from the original contract Schedule of Values is provided under this item. This item is enumerated in the provided PCO #3 (PCO #3 supersedes and includes PCO's #1 & 2).

**TOTAL OF ITEM 1:** \$41,122.00

**ITEM 2**

Provide credits for scope that cannot be executed due to fire damaged portion of the house due to the existing fire damage per RFI #4. This item is enumerated in the provided PCO #4.

**TOTAL OF ITEM 2:** <\$8,095.50>

**ITEM 3**

Provide additional sub-surface roofing repairs on building flat roof due to negative slope created by latent structural damages. This item is enumerated in the provided PCO #5.

**TOTAL OF ITEM 3:** \$2,712.00

**ITEM 4**

Provide complete building demolition of fire-damaged Victorian Era portion of the structure. Scope includes complete demolition of this portion of the building, structural shoring & stabilization, enclosing building with plywood and building wrap, and finished cedar shakes to emulate the rest of the remaining building. This item is enumerated in the provided PCO #8.

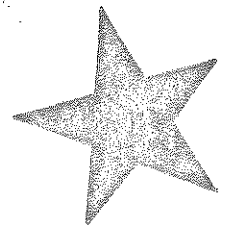
**TOTAL OF ITEM 4:** \$75,652.00

**TOTAL OF CHANGE ORDER NO. 1:**

**\$ 111,390.50**

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Net Change by previously authorized Change Orders:	\$ 0.00
Total Contract sum prior to this Change Order:	\$ 326,541.00
Change Order No. 1:	<u>\$ 111,390.50</u>
New Contract sum including CHANGE ORDER NO. 1:	\$ 437,931.50

The above work is to be performed in accordance with the letter from \_\_\_\_\_, dated \_\_\_\_\_, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at cost to the Town in the amount of \_\_\_\_\_.



The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by: Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spinel  
MICHAEL SPINEL II

Dated: 07.27.22

Accepted by: Lipsky Enterprise

by: [Signature]  
TERRY TEBBAGNE

Dated: 7.27.22

Sufficient funding for this Change Order is available within  
(the Contract encumbrance/Account No. \_\_\_\_\_):

by: [Signature] 8/23/22  
Robert Darianzo, Director of Finance

by: [Signature] 8/23/22  
Steven Ballas, Comptroller

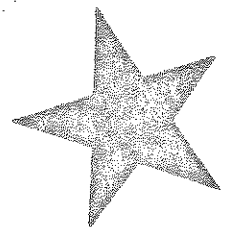
The above Change Order is hereby accepted:  
Town of Oyster Bay

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_

[Signature]  
Brian Moone, Inspector General

Dated: 8/29/22



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of "Restorations to the Mill Pond House Phase 1 &  
2 Selective Demolition and Structural Shoring, Oyster Bay, New  
York."

Contract No. DP 21-216  
CHANGE ORDER NO. 1

To: Lipsky Enterprises, Inc.

From: Nassau Suffolk Engineering & Architecture, PLLC

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

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**TOTAL OF ITEM 1: \$41,122.00**

**ITEM 2**

Provide credits for scope that cannot be executed due to fire damaged portion of the house due to the existing fire damage per RFI #4. This item is enumerated in the provided PCO #4.

**TOTAL OF ITEM 2: <\$8,095.50>**

**ITEM 3**

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**TOTAL OF ITEM 3: \$2,712.00**

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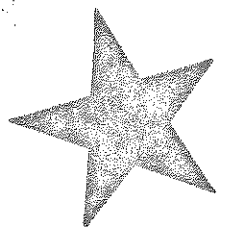
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**TOTAL OF CHANGE ORDER NO. 1:**

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Change Order No. 1:	<u>\$ 111,390.50</u>
New Contract sum including CHANGE ORDER NO. 1:	\$ 437,931.50

The above work is to be performed in accordance with the letter from \_\_\_\_\_, dated \_\_\_\_\_, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at cost to the Town in the amount of \_\_\_\_\_.



The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by: Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spinelli  
MICHAEL SPINELLI II

Dated: 07.27.22

Accepted by: Lipaky Enterprise

by: [Signature]  
Teresa Telmaga

Dated: 7.27.22

Sufficient funding for this Change Order is available within  
(the Contract encumbrance/Account No. \_\_\_\_\_).

by: [Signature] 8/23/22  
Robert Darienzo, Director of Finance

by: [Signature] 8/23/22  
Steven Ballas, Comptroller

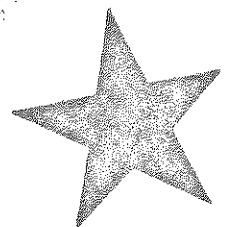
The above Change Order is hereby accepted:  
Town of Oyster Bay

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_

Brian J. Noone  
Brian Noone, Inspector General

Dated: 8/29/22



**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**

Construction of "Restorations to the Mill Pond House Phase 1 &  
2 Selective Demolition and Structural Shoring, Oyster Bay, New  
York."

**Contract No. DP 21-216  
CHANGE ORDER NO. 1**

To: Lipsky Enterprises, Inc.

From: Nassau Suffolk Engineering & Architecture, PLLC

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

**ITEM 1**

Provide structural carpentry replacement of deteriorated structural wood members of the existing house framing on the first floor per RFI #3. Provide structural carpentry of deteriorated structural wood members of the existing house framing on the second floor / roof per RFI #5. Similarly, a credit for structural shoring with remaining unused balance from the original contract Schedule of Values is provided under this item. This item is enumerated in the provided PCO #3 (PCO #3 supersedes and includes PCO's #1 & 2).

**TOTAL OF ITEM 1: \$41,122.00**

**ITEM 2**

Provide credits for scope that cannot be executed due to fire damaged portion of the house due to the existing fire damage per RFI #4. This item is enumerated in the provided PCO #4.

**TOTAL OF ITEM 2: <\$6,095.50>**

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**TOTAL OF CHANGE ORDER NO. 1:**

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Net Change by previously authorized Change Orders:

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Total Contract sum prior to this Change Order:

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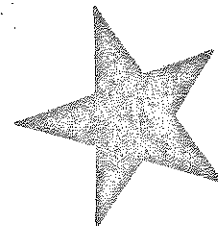
Change Order No. 1:

**\$ 111,390.50**

New Contract sum including CHANGE ORDER NO. 1:

**\$ 437,931.50**

The above work is to be performed in accordance with the letter from \_\_\_\_\_, dated \_\_\_\_\_ and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at cost to the Town in the amount of \_\_\_\_\_.



The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by: Nassau Suffolk  
Engineering & Architecture, PLLC

by: Michael Spinali  
MICHAEL SPINALI II

Dated: 07.27.22

Accepted by: Upsy Enterprise

by: [Signature]  
Tanya Telemeque

Dated: 7.27.22

Sufficient funding for this Change Order is available within  
(the Contract encumbrance/Account No. \_\_\_\_\_)

by: [Signature] 8/23/22  
Robert D'Amico, Director of Finance

by: [Signature] 8/23/22  
Steven Ballas, Comptroller

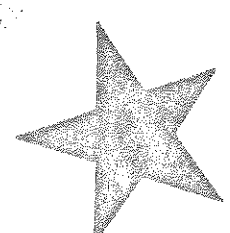
The above Change Order is hereby accepted:  
Town of Oyster Bay

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_

[Signature]  
Brian Nodde, Inspector General

Dated: 8/29/22



**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

August 29, 2022

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF CHANGE ORDER NO. 1  
RENOVATIONS TO MILL POND HOUSE PHASE 1  
SELECTIVE DEMOLITION AND STRUCTURAL SHORING  
OYSTER BAY, NEW YORK  
CONTRACT NO. DP21-216  
SUPPLEMENTAL MEMO TO FOLLOW

---

The Division of Engineering is finalizing negotiations and preparing the necessary documentation relative to Change Order No. 1 for the Renovations to the Mill Pond House Phase 1, Selective Demolition and Structural Shoring, Contract No. DP21-216.

It is therefore requested that a space be reserved at the Town Board meeting of September 13, 2022 for the Town Board to take action on approval of Change Order No. 1 for Renovations to Mill Pond House Phase 1 and Selective Demolition and Structural Shoring, Contract No. DP21-216.

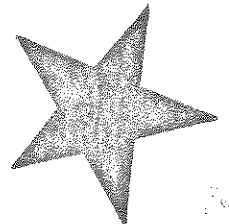


RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

 RWL/TOT/MR/SJ/nm

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks

DP21-216 Docket Hold A Space Award Approve Change Order No. 1 Mill Pond House



Meeting of September 13, 2022

Resolution No.656-2022

WHEREAS, by Town Board Resolution No. 633-2021, adopted on October 26, 2021, the Town Board authorized and permitted the Town Attorney to commence the litigation entitled *Town of Oyster Bay v. 500 Old Bethpage Road Realty, LLC.*; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated September 7, 2022, requested and recommended authorization, *nunc pro tunc*, for the retention of the law firm, Bee Ready Fishbein Hatter & Donovan, LLP, 170 Old Country Road, Mineola, New York 11501, to provide legal services with respect to above referenced litigation, and that the Town Board authorize payment of legal fees and services in an amount not to exceed \$20,000.00, in order to satisfy legal fees and expenses in connection with the aforementioned litigated matter,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved and that the law firm of Bee Ready Fishbein Hatter & Donovan, LLP, is authorized to provide legal services with respect to the above-referenced matter and that the Comptroller is authorized to make payment of legal fees and services, in an amount not to exceed \$20,000.00, upon submission of a duly certified claim after audit; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. OTA A 1420 44110 000 0000.

-#-

*gld*  
Reviewed By  
Office of Town Attorney

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



6056

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: September 7, 2022

SUBJECT: Payment for Outside Counsel  
Town of Oyster Bay v. 500 Old Bethpage Road Realty, LLC.

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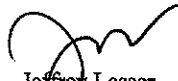
Pursuant to Town Board Resolution No. 633-2021, adopted on October 26, 2021, the Town Board authorized and permitted the Town Attorney to commence the litigation entitled *Town of Oyster Bay v. 500 Old Bethpage Road Realty, LLC*.

The Office of Town Attorney requests authorization for the retention of the law firm, Bee Ready Fishbein Hatter & Donovan, LLP, 170 Old Country Road, Mineola, New York 11501, *nunc pro tunc*, to provide legal services with respect to above referenced litigation. Further, it is requested and recommended that the Town Board authorize payment of legal fees and services in an amount not to exceed \$20,000.00, in order to satisfy legal fees and expenses in connection with the aforementioned litigated matter. Funds are available in, and shall be drawn from, Account No. OTA A 1420 44110 000 0000.

Submitted herewith is a proposed resolution for the foregoing request.

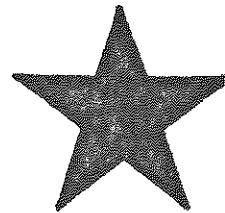
Kindly suspend the rules and place this matter on the action calendar for the Town Board meeting of September 13, 2022.

FRANK M. SCALERA  
TOWN ATTORNEY



Jeffrey Lesser  
Deputy Town Attorney

JL:jl  
Attachment  
2021-8315



*Adopt*  
Reviewed By  
Office of Town Attorney

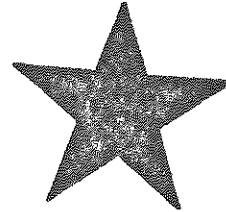
WHEREAS, by Town Board Resolution No. 633-2021, adopted on October 26, 2021, the Town Board authorized and permitted the Town Attorney to commence the litigation entitled *Town of Oyster Bay v. 500 Old Bethpage Road Realty, LLC.*; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated September 7, 2022, requested and recommended authorization, *nunc pro tunc*, for the retention of the law firm, Bee Ready Fishbein Hatter & Donovan, LLP, 170 Old Country Road, Mineola, New York 11501, to provide legal services with respect to above referenced litigation, and that the Town Board authorize payment of legal fees and services in an amount not to exceed \$20,000.00, in order to satisfy legal fees and expenses in connection with the aforementioned litigated matter,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved and that the law firm of Bee Ready Fishbein Hatter & Donovan, LLP, is authorized to provide legal services with respect to the above-referenced matter and that the Comptroller is authorized to make payment of legal fees and services, in an amount not to exceed \$20,000.00, upon submission of a duly certified claim after audit; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. OTA A 1420 44110 000 0000.

-#-



Meeting of September 13, 2022

Resolution No.657 -2022

WHEREAS, the New York Marine Trades Association, ("NYMTA") 188 Park Avenue, Amityville, New York 11701, requested the use of the parking lot at TOBAY Beach and the Joseph J. Saladino Memorial Marina Boat Basin at TOBAY Beach, Massapequa, New York, for its Annual In-Water Boat Show, Friday, September 16, 2022 through Sunday, September 18, 2022, and setup of exhibits to occur Monday, September 12, 2022 through Thursday, September 15, 2022, and the breakdown of exhibits to be completed no later than September 30, 2022; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 9, 2022, advised that the abovementioned property is not required for use by the Town at that time, and that the Department of Parks has no objection to providing same to the New York Marine Trades Association for its Annual In-Water Boat Show; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized to provide the use of the parking lot at TOBAY Beach and the Joseph J. Saladino Memorial Marina Boat Basin at TOBAY Beach, Massapequa, New York, to the New York Marine Trades Association, in connection with its Annual In-Water Boat Show, from Friday September 16, 2022 through Sunday, September 18, 2022, subject to the following conditions:

1. Set-up will begin no earlier than September 12, 2022;
2. Break-down will be completed no later than September 30, 2022;
3. The NYMTA will be charged a facility use fee of \$14,500.00 and will supply a \$2,500 sponsorship of the Town's Bluefish Tournament;
4. Any items provided by the NYMTA and left at TOBAY Beach will become the property of the Town of Oyster Bay;
5. NYMTA staff will handle all security, crowd control, dock repairs, press requirements, VIP tickets and Public Information as necessary;
6. Exhibitors will maintain clean, neat, and attractive displays at all times;
7. Emergency Medical Technician(s), hired by the NYMTA, will be on duty during all boat show hours;
8. Layout will be approved by the Commissioner of the Department of Parks, Town of Oyster Bay, in conjunction with the Nassau County Fire Marshall and other regulatory agencies;

*DAS*  
Reviewed By  
Office of Town Attorney  
*Elizabeth A. Faughnan*

9. The show trailer will be provided by the NYMTA and will be self-contained including electricity and other items necessary for the successful operation of the boat show;
10. The NYMTA will provide the ticket booths and the staff to collect fees. The fees are: \$15.00, adults; \$12.00, senior citizens; \$5.00 children between the ages 6-15; children age 5 and under free of charge;
11. Security will be provided by the NYMTA around the clock during set-up and break-down, and from show closing to show re-opening, each day of operation;
12. All electric connections will be made by a licensed and bonded electrician hired by NYMTA, at NYMTA's sole cost and expense;
13. Portable restroom facilities will be provided by the NYMTA at its cost and expense and be cleaned, pumped out and restocked several times per day by NYMTA. TOB restroom facilities used for the boat show will be cleaned and restocked by the NYMTA as necessary;
14. Tents will be set-up and maintained by the NYMTA. All penetrations of the black top will be repaired by the NYMTA-hired tent contractor to the satisfaction of the Town of Oyster Bay on or prior to October 4, 2019 (October 11, 2019, rain date);
15. Insurance in the amounts of: \$1,000,000 (\$2,000,000 aggregate) comprehensive, \$1,000,000 personal injury, and \$500,000 property damage are to be provided by NYMTA with the Town of Oyster Bay listed as additional insured;
16. The NYMTA assumes all risk in the operation of this boat show and agrees to hold harmless the Town of Oyster Bay from any claims, losses, damages, or injuries arising out of the operation of the boat show;
17. The NYMTA agrees to abide by any and all directives issued by the Commissioner of the Department of Parks or his designees; and
18. Enforcement of Section 168-22 of the Town Code of the Town of Oyster Bay, Alcoholic Beverages, will be waived during the dates of operation.
19. NYMTA shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled at any time by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID 19 Virus, or from any other threat to the public health and/or safety.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

657

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM : Joseph Pinto, Commissioner of Parks

DATE: September 9, 2022

SUBJECT: 2022 New York Marine Trades Association Request for their Annual In-Water Boat Show at Joseph J. Saladino Memorial Marina at TOBAY

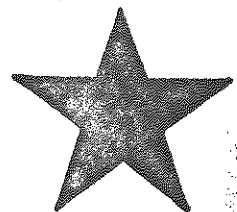
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Town Board authorization is requested for the New York Marine Trades Association (NYMTA) use of the parking lot at TOBAY Beach and the Joseph J. Saladino Memorial Marina at TOBAY, for their Annual In-Water Boat Show. Specifically, the Association has requested by their proposal use of the boat basin and parking lot during the following times:

- Set-up: Monday, September 12, 2022 to Thursday, September 15, 2022
- Boat Show: Friday, September 16, 2022 to Sunday, September 18, 2022

As this organization has been granted permission in the past, this department recommends approval of this request with the following conditions:

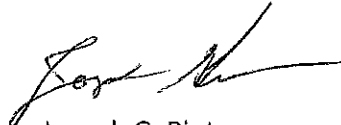
1. Set-up to begin no earlier than September 12, 2022.
2. Break-down completed no later than September 30, 2022.
3. The NYMTA will be charged a facility use fee of \$ 14,500.00 and will supply a \$2,500 sponsorship to the Bluefish Tournament.
4. Any items provided by the NYMTA and left at TOBAY Beach will become the property of the Town of Oyster Bay.
5. NYMTA staff will handle all security, crowd control, dock repairs, press requirements, VIP tickets, and public information as necessary.
6. Exhibitors will maintain clean, neat, and attractive displays at all times.
7. Emergency Medical Technician(s), hired by the NYMTA, will be on duty during all boat show hours.
8. Layout will be approved by the Commissioner of Parks, Town of Oyster Bay, in conjunction with Nassau County Fire Marshall and other regulatory agencies.
9. The show trailer provided by the NYMTA will be self-contained, including electricity and other items necessary for the successful operation of the boat show.
10. The NYMTA will provide ticket booths and the staff to collect fees. The fees are as follows:  
\$15.00 adults; \$12.00 senior citizens; \$5.00 children 6-15; 5 and under free of charge.



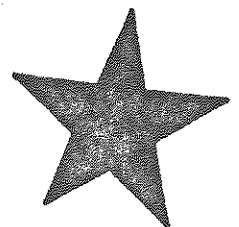
11. Security will be provided by the NYMTA around the clock during set-up and break-down, and from show closing to show re-opening, each day of operation.
12. All electric connections will be made by a licensed and bonded electrician hired by NYMTA.
13. Portable restroom facilities will be provided by the NYMTA and will be cleaned, pumped out and restocked several times per day. Town of Oyster Bay restroom facilities used for the boat show will be cleaned and restocked by the NYMTA as necessary.
14. Tents will be set-up and maintained by the NYMTA. All penetrations of the black top will be filled to the satisfaction of the Town of Oyster Bay by NYMTA hired tent contractor on or prior to September 12, 2022.
15. Insurance in the amounts of: \$1,000,000.00 (\$2,000,000.00 aggregate) comprehensive; \$1,000,000.00 personal injury; and \$500,000.00 property damage. The Town of Oyster Bay is listed additional insured.
16. The NYTMA assumes all risk in the operation of this boat show and agrees to hold harmless the Town of Oyster Bay of claims, losses, damages, or injuries arising out of the operation of the boat show.
17. The NYMTA agrees to abide by any and all directives issued by the Commissioner of Parks or his designees.

It is also requested that Town of Oyster Bay Ordinance 168-22, alcoholic beverages, be waived during the dates of operation.

**Kindly suspend the rules and place this  
on the September 13th, 2022 calendar.**

  
Joseph G. Pinto  
Commissioner of Parks

JGP:db  
Attachments



**Request for Permission and Proposal of Operating Guidelines for the**

**NYMTA 2022 Tobay Beach In-Water Boat Show**

**Proposal**

The New York Marine Trades Association would like to obtain permission to utilize Joseph J. Saladino Memorial Marina along with the parking lot at TOBAY beach. The show will be open September 16<sup>th</sup>, September 17<sup>th</sup> and September 18<sup>th</sup>, 2022 for the purpose of conducting the Tobay Beach In-Water Boat Show. There are no rain dates available.

**Move-In and Move-Out Dates**

Our move-in period will be seven days prior to the show opening, which will include setting up the necessary tents, toilet facilities, electric, etc., as well as having the exhibitors set up their displays. Our move-out period will be five days after the show closing, for the dismantling of exhibits and suppliers. We will require one additional day for a final clean up.

**Staff**

Our field personnel will handle maintenance (garbage patrol, restocking rest rooms), security, crowd control, repairs, and trouble-shooting. Our office personnel will handle exhibitor needs, VIP tickets, press requirements, will call tickets, messages for exhibitors and public information (directions, etc.).

**Exhibitors**

We require our exhibitors to maintain clean, neat, attractive displays at all times. Most are local marine businesses on Long Island and go to great lengths to make their displays appealing. We provide several groups with exhibit space at no charge, such as the United States Coast Guard Auxiliary, the US Power Squadron, and the town of Oyster Bay with exhibit space.

**Layout**

Our show layout will be arranged in cooperation with the Nassau County Fire Marshall and/or other approved agencies, to insure adequate fire protection and will be subject to the approval of the Town of Oyster Bay's Commissioner of Parks.

**Show Trailer**

We will provide our own show trailers, which would be a self-contained unit placed just outside the show entrance for use as the official show office. It will be wired for electric, and will contain all the equipment necessary for the smooth running of the show, including a safe, computer, copier, phones, facsimile machine, etc.

**Ticket Sales**

We will provide our own ticket booths and will have an adequate staff to collect the admission charge for the show. The charge for adults will be \$15.00 for adults and \$5 children 6-15. Children 5 and under are free of charge. If ticket prices change, we will notify the Town of Oyster Bay in advance.

**Security**

To be provided by the NYMTA. Security officers will be in force each evening from show closing to show re-opening, in two shifts. Security officers will also be in force around the clock during the move-in and move-out periods.

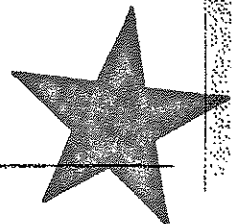
**Electric**

To be provided by a local licensed and bonded electrician. They will wire each of the accessory tents for overhead lighting, as well as provide outlets for each exhibitor who orders one from us. The electrician we select will be available 24 hours a day for emergency service on both the dock and hookups and tent wiring. The licensed electrician will follow the applicable codes as required.

Reviewed By  
Office of Town Attorney

*Ralph P. Herley*

Reviewed By  
Office of Town Attorney  
*E. J. J. J.*



**Request for Permission and Proposal of Operating Guidelines for the**

**NYMTA 2022 Tobay Beach In-Water Boat Show**

**Rest Room Facilities**

We will provide portable facilities. Each unit will be cleared and pumped out several times and restocked with supplies frequently. We will have our show staff clean and restock, as necessary, the rest rooms permanently located at the marina.

**Tents**

We will be responsible for the erection and dismantling of all tents, as well as for adjustments needed.

**Parking Lot**

We will penetrate the blacktop surface of the parking area. All holes will be filled by NYMTA hired tent contractor to the satisfaction of the Town of Oyster Bay.

**Dumpsters**

To be provided by a local carting company. We will be responsible for the number of containers placed, as well as their maintenance throughout the show. The dumpsters will be emptied as needed. In addition, individual garbage cans will be placed throughout the show grounds and emptied continuously.

**Insurance**

The New York Marine Trades Association will provide comprehensive public liability insurance on the new simplified form with a combined single limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The Town of Oyster Bay will be named as the additional insured. We agree to provide any additional insurance as requested by the Town of Oyster Bay. In addition, each exhibitor is contractually required to maintain worker's compensation and employee's liability coverage for their employees, as well as comprehensive general liability insurance including blanket contractual liability naming the association as an additional insured. The limits of liability will be at least one million dollars (\$1,000,000) with respect to injuries to any one person resulting from any one occurrence, one million dollars (\$1,000,000) with respect to injuries to one or more persons in any one occurrence, and five hundred thousand dollars (\$500,000) with respect to any damage of property resulting from any one occurrence.

**Indemnification**

The New York Marine Trades Association assumes all risk in the operation of this boat show and agrees to hold harmless the Town of Oyster Bay from any claims, losses, damages, or injuries arising out of the operations of the boat show.

Authorized Signature: *[Signature]*  
New York Marine Trades Association  
Ross Krawczyk, Treasurer, NYMTA  
100 Cabot Street, Unit B  
West Babylon, NY 11704  
631-691-7050

Date: 8/17/2022

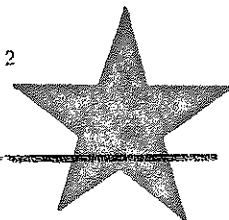
Authorized Signature: \_\_\_\_\_  
Town of Oyster Bay

Date: \_\_\_\_\_

Reviewed By  
Office of Town Attorney

*[Signature]*

Reviewed By  
Office of Town Attorney  
*[Signature]*







## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EventInsuranceNow a division of JD Fulwiler & Co. Insurance, Inc. 5727 S Macadam Ave Portland, OR 97239	CONTACT NAME: Sara Mullikin PHONE (A/C, No, Ext): 503-977-5656 E-MAIL ADDRESS: smullikin@jdfulwiler.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 41297
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CPS7637004	09/09/2022 12:01 AM	09/24/2022 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	FIRE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMPIOP AGG \$
	UMBRELLA LIAB EXCESS LIAB OED RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder below are named as additional insureds with respect to the liability arising out of the operations of the named insured during the policy period.

CERTIFICATE HOLDER Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Trisha Fulwiler</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b> LOC 1 - 1 OCEAN AVE, MASSAPEQUA, NY, 11759, NASSAU
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> TOWN OF OYSTER BAY 54 AUDREY AVE OYSTER BAY NY 11771 UNITED STATES
<b>Additional Premium:</b> \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

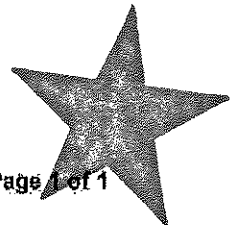
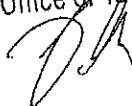
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Reviewed By  
Office of Town Attorney



Hold Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 19 day of August 2022, by New York Marine Trades Assoc. (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Joseph T. Salandino Marina and Towing Parking Lot

for the event described as Tobay Beach In-Water Boat Show. The property/equipment is needed from September 12<sup>th</sup> to Sept 20<sup>th</sup>. The event for which the property and/or equipment is requested ☐ is ☐ is not a profit making event.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

Name of Organization

New York Marine Trades Association

Address of Organization

100 Cabot Street, Unit B  
West Babylon, NY 11704

By:

Vincent Mangano

Authorized Representative

Title:

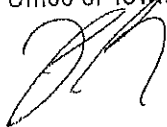
Manager - Events

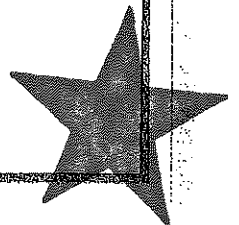
Telephone Number:

631-691-7050

WATERSIDE MARINE TRADING COMPANY

Reviewed By  
Office of Town Attorney





Meeting of September 13, 2022

Resolution No.658-2022

WHEREAS, pursuant to Resolution No. 480-2021, adopted on August 17, 2021, the Town Board authorized and directed the Supervisor, or his designee, to execute a license agreement with L&M Bus Corporation for the use of approximately a 1.76 acre portion of the Town owned premises located at the Old Bethpage Solid Waste Disposal Complex, for the sole purpose of overnight storage of "Small Type 2 School Buses", for a license fee amount of \$8,550.00 per month, for a term of August 18, 2021 through October 31, 2022, with two (2) one (1) year extension options; and

WHEREAS, Frank M. Scalera, Town Attorney and Dennis P. Sheehan, Deputy Town Attorney, by memorandum dated September 6, 2022, recommended Town Board authorization to exercise the first one (1) year extension option of the agreement with L&M Bus Corporation, for a term of November 1, 2022 through October 31, 2023, at a monthly fee of \$9,100.00,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and the Office of the Town Attorney is hereby authorized to exercise the first one (1) year extension option with L&M Bus Corporation, for the use of approximately a 1.76 acre portion of the Town owned premises located at the Old Bethpage Solid Waste Disposal Complex, for the sole purpose of overnight storage of "Small Type 2 School Buses", for a term of November 1, 2022 through October 31, 2023, at a monthly fee of \$9,100.00.

-#-

700x  
Reviewed By  
Office of Town Attorney  


The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

658

**Inter-Departmental Memorandum**

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: September 6, 2022  
SUBJECT: License Agreement with L&M Bus Corporation

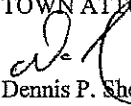
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Pursuant to Resolution No. 480-2021, adopted on August 17, 2021, the Town Board authorized and directed the Supervisor, or his designee, to execute a license agreement with L&M Bus Corporation for the use of approximately a 1.76 acre portion of the Town owned premises located at the Old Bethpage Solid Waste Disposal Complex, for the sole purpose of overnight storage of "Small Type 2 School Buses", for a license fee amount of \$8,550.00 per month, for a term of August 18, 2021 through October 31, 2022, with two (2) one (1) year extension options.

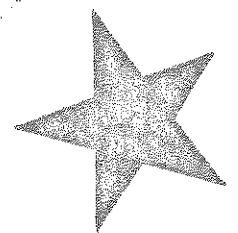
It is recommended that the Town exercise the first one (1) year extension option of the agreement with L&M Bus Corporation, for a term of November 1, 2022 through October 31, 2023, at a monthly fee of \$9,100.00.

Kindly suspend the rules and place this matter on the Town Board calendar for September 13, 2022.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Dennis P. Sheehan  
Deputy Town Attorney

DPS:ba  
File No. 2021-8196



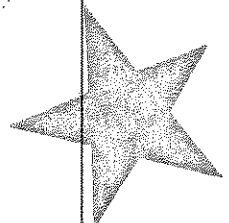
*MS*  
Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, pursuant to Resolution No. 480-2021, adopted on August 17, 2021, the Town Board authorized and directed the Supervisor, or his designee, to execute a license agreement with L&M Bus Corporation for the use of approximately a 1.76 acre portion of the Town owned premises located at the Old Bethpage Solid Waste Disposal Complex, for the sole purpose of overnight storage of "Small Type 2 School Buses", for a license fee amount of \$8,550.00 per month, for a term of August 18, 2021 through October 31, 2022, with two (2) one (1) year extension options; and

WHEREAS, Frank M. Scalera, Town Attorney and Dennis P. Sheehan, Deputy Town Attorney, by memorandum dated September 6, 2022, recommended Town Board authorization to exercise the first one (1) year extension option of the agreement with L&M Bus Corporation, for a term of November 1, 2022 through October 31, 2023, at a monthly fee of \$9,100.00,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and the Office of the Town Attorney is hereby authorized to exercise the first one (1) year extension option with L&M Bus Corporation, for the use of approximately a 1.76 acre portion of the Town owned premises located at the Old Bethpage Solid Waste Disposal Complex, for the sole purpose of overnight storage of "Small Type 2 School Buses", for a term of November 1, 2022 through October 31, 2023, at a monthly fee of \$9,100.00.

-#-



480-21 executed  
agreement  
meeting on  
Aug. 17, 2021

**TOWN OF OYSTER BAY  
LICENSE AGREEMENT**

**DATED:** This license agreement ("License Agreement") is dated as of, August 30, 2021.

**PARTIES:** **TOWN OF OYSTER BAY**, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and;

**L&M BUS CORPORATION**, a domestic corporation, having a principal place of business at 3167 Atlantic Avenue, Brooklyn, New York 11208, hereinafter referred to as the "LICENSEE".

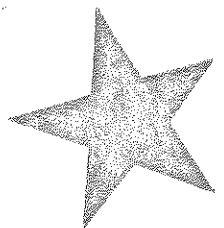
**LICENSED**

**PREMISES:** Approximately 1.76 acres of Town owned property at Winding Road, Bethpage, New York 11804, and which parcel is more specifically described in Schedule A attached hereto and made part hereof (interchangeably referred to herein as the "LICENSED PREMISES" or the "PREMISES"), and which parcel is a part of the Town owned land shown on the Land and Tax Map of Nassau County

**W I T N E S S E T H:**

WHEREAS, the LICENSEE is under contract with several school districts located within the Town of Oyster Bay to provide daily transportation for their students, including the use of a "Small Type 2 School Buses."

WHEREAS, the LICENSEE has Requested permission to occupy and possess the Premises pursuant to the License Agreement for the sole purpose of OVERNIGHT STORAGE OF "Small Type 2 School Buses"; and

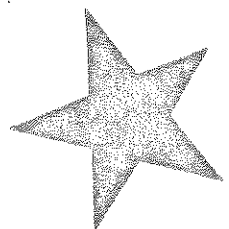


WHEREAS, by Resolution No. - 2021, adopted on August 17, 2021, the Town Board of the Town of Oyster Bay accepted and approved the LICENSEE'S request and authorized and directed the Town Supervisor, or his designee, to execute the written License Agreement with the LICENSEE for the Premises, subject to the approval of said License Agreement by the Town Attorney.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants and agreements hereinafter contained, agree as follows:

1. **License/Use of Premises.** Permission by the TOWN is hereby granted to the LICENSEE to have possession, occupancy and use of the Premises (which, as previously set forth, is more particularly described in Schedule A attached hereto) by the within License (this "License") during the Term (as hereinafter defined), subject, at all times to the TOWN's right to terminate this License Agreement, upon due notice to the LICENSEE, and the aforementioned License upon the conditions set forth in paragraph 4 hereof. The LICENSEE shall utilize the Licensed Premises solely for the parking and storage of "Small Type 2 School Buses".

2. **Term.** The term of the License ("Term") herein, shall be for the period of one (1) year from and including the commencement date August 18, 2021 through October 31, 2022, With Two (2) One (1) Year extension options at the TOWN's consent with rental rates to be negotiated.



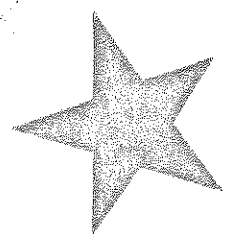


3. License Fee.

a) **License Fee.** The LICENSEE shall pay to the TOWN a license fee of \$4,275.00 for August 2021. Thereafter, Licensee shall pay to the Town a license fee of \$8,550.00 per month for use of the Premises. Such fee and all fees shall be payable by LICENSEE to the TOWN monthly, in advance, and in any event, within the first ten (10) days of any calendar month. Payment should be directed via mail or in person to: Town of Oyster Bay, Office of the Comptroller, 74 Audrey Avenue, Oyster Bay, New York 11771.

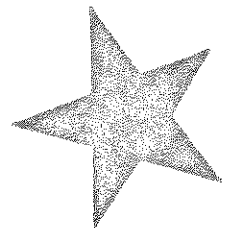
b) **No Right of Offset etc.** LICENSEE shall in no event be entitled to any abatement of or reduction in fees or right of offset of any kind and description except as herein expressly provided. The TOWN shall receive all fees as provided free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. LICENSEE shall, at all times, keep the Licensed Premises free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters that may affect the quality and marketability of title to the Licensed Premises.

4. **License Terminable upon Written Notice by Town.** This License Agreement is terminable at will by the TOWN or by the LICENSEE upon ninety (90) days' prior written notice to the other party. The Term shall expire and the obligations of



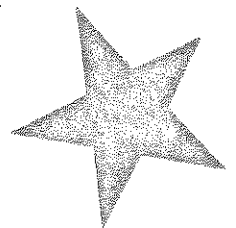
the TOWN under this License Agreement shall terminate on the date set forth in any such notice. On the date set forth in such notice for termination of this License Agreement, the LICENSEE shall surrender possession of the Licensed Premises in the condition required as if the Term had expired on such date and otherwise in accordance with this License Agreement. All indemnities, covenants and all applicable obligations under this License Agreement of the LICENSEE that accrue or had accrued or are otherwise outstanding through such termination date and through the delivery of possession (and in the condition required by this Agreement) shall survive the termination of this License Agreement. Fees shall be pro-rated as of the said termination date or the date possession is returned to the Licensor, whichever is later. LICENSEE shall not be entitled to any compensation or other consideration upon the termination of this License Agreement by the TOWN.

5. Grading/Alterations etc. Any preparation, grading or alteration of the land or appurtenances thereon that may be necessary or required for the intended use, shall be the sole responsibility of the LICENSEE and shall be made at its own cost and expense, provided, however, that the plans for such preparation, grading or alteration of the land or appurtenances thereof, shall first be submitted to the Commissioner of the Department of Public Works/Highway of the TOWN, or his duly appointed representative, and his written approval obtained therefor. In addition, site drainage on the Premises will be the sole responsibility of the LICENSEE. Any material



changes in the use of the Premises shall be subject to the approval of the TOWN which approval may be denied for any or no reason. Any proposed structures or improvements, at the discretion of the TOWN, shall be subject to its approval both prior to and after their installation (if the TOWN approval was not previously obtained.) Notwithstanding anything to the contrary in this License Agreement, LICENSEE shall not utilize the Premises, or do anything with respect to the Premises, unless and until it complies fully with all applicable legal requirements. In the event the LICENSEE requests approval of any alterations and improvements upon the Licensed Premises, in addition to other conditions, the TOWN may require a performance bond.

a) Points of Ingress and Egress. LICENSEE will be required to have ALL BUSES FOLLOW THE SAME ROUTE WITH REGARDS TO INGRESS AND EGRESS WHILE ENTERING AND LEAVING THE PROPERTY. THE ROUTE WILL INCLUDE WINDING ROAD, SPAGNOLI ROAD AND ROUTE #110 AS LAID OUT WITHIN ATTACHMENT (A) No member of the public shall be allowed access to the area, or any other area of the Winding Road Complex, in connection with this agreement. The TOWN has three (3) buildings currently on-site. LICENSEE will be permitted, but not required to demolish the far Easterly building "salt shed". LICENSEE will be permitted to occupy and use the remaining two buildings currently on-site.



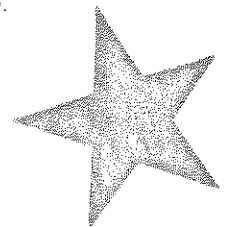
6. Licensee Responsible for Expenses/Costs/Taxes/Permits Concerning Premises.

(a) LICENSEE Responsible for all Costs and Expenses Pertaining to Premises.

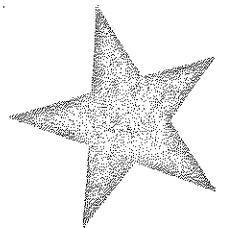
LICENSEE shall be obligated to pay any and all costs and expenses of any nature relating or pertaining to the Licensed Premises. Without limitation, LICENSEE shall pay to the parties respectively entitled thereto, all impositions, insurance premiums, operating charges, maintenance charges, construction costs, taxes, assessments, utilities and any and all other charges, costs and expenses which arise with respect to the Licensed Premises or are required for the Premises to comply with law or may otherwise be contemplated under this License Agreement during the Term hereof.

(b) Taxes. For any period during the Term (and during any extension thereof).

LICENSEE shall be directly liable for and shall pay promptly when due at all times (i) all taxes, assessments, and governmental charges including (without limitation) all ad valorem and other real estate taxes, whether federal, state, or municipal and whether they are imposed by taxing or management districts or authorities, that accrue or are assessed against the Licensed Premises and any and all improvements thereon, and whether they are direct payments to the government authority in question or payments in substitution for or in lieu of such charges; and (ii) all governmental levies, assessments or other taxes or charges directly on the fees, or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon fees or any license fee. All such items in (i) and (ii) are



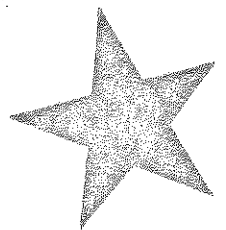
collectively "Taxes" and are intentionally meant to include all such charges assessed with respect to the Licensed Premises and/or billed to the TOWN or any other person, whether presently existing or hereinafter created or otherwise required to be paid by law. LICENSEE shall pay, additionally, before delinquency, all taxes levied or assessed against any personal property, fixtures or alterations placed in or upon, the Licensed Premises. LICENSEE shall pay all tax and all other related bills pertaining to this paragraph promptly when due and in all cases before delinquency (and, if applicable, pro-rated for during the Term of this License). Upon reasonable prior notice to the TOWN, LICENSEE, at its sole cost and expense, shall have the right to reasonably contest the amount of any such taxes levied against the Licensed Premises provided that the LICENSEE shall not take any such action which will cause or allow the TOWN to suffer any liability for such taxes or otherwise suffer any liability or expense of any kind and description relating thereto. LICENSEE hereby indemnifies the TOWN from and against any and all liability, cost, claim or expense (including reasonable legal fees incurred by the TOWN) in connection with any such contest and taxes, generally. The TOWN's cooperation in connection with any such contest and LICENSEE's right to challenge any of the taxes are conditioned upon such indemnification by LICENSEE and the prompt payment to the TOWN upon demand of all its costs and expenses relating thereto (including, without limitation reasonable legal fees and expenses and the expenses of any and all consultants).



(c) LICENSEE to Timely Pay Costs/Expenses. All of the above such charges, costs and expenses shall be paid timely, and upon the failure of LICENSEE to pay any such costs, charges or expenses, the TOWN shall have the right to terminate this License Agreement upon five (5) days' written notice in accordance with paragraph 14 hereof, and shall have and concurrently retain all such other rights and remedies as may be permitted by law.

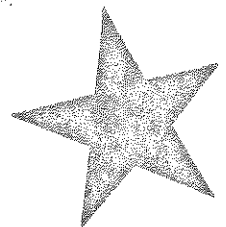
(d) Permits. LICENSEE shall obtain, at its own cost and expense, all permits necessary for the use, occupancy and business operations at the premises, including a New York State Department of Environmental Conservation permit in accordance with Part 360, within thirty (30) days following occupancy.

7. Condition of Licensed Premises at End of Term. Upon the expiration of Term or the date of cancellation of the License under Paragraph 4 or 14 or otherwise, as the case may be, the Licensed Premises shall be returned to the TOWN, free and clear of any waste and debris, and free and clear of all of LICENSEE's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the TOWN at any time prior to or after the Term or expiration of the License herein, the LICENSEE shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, with the exception of the easterly building 'salt shed' should LICENSEE choose to demolish, all to the reasonable satisfaction of the Commissioner of Public Works of the TOWN, or his



duly appointed representative, and his opinion and directives shall be binding upon the respective parties hereto. However, the existing improvements and fixtures upon the Licensed Premises shall remain undisturbed and in good condition by the LICENSEE unless the TOWN shall require such improvements to be removed and/or lawfully demolished. The requirement to surrender the Licensed Premises in accordance with the terms hereof shall survive the termination of this agreement.

8. Acceptance of Licensed Premises/Waivers by Licensee. The LICENSEE waives any and all claims for compensation from the TOWN for any and all loss and damage sustained by reason of any defect, deficiency, or impairment to the Licensed Premises, the condition of which the LICENSEE has accepted and assumed. LICENSEE has accepted the Licensed Premises "as is" with all faults and conditions and without relying upon any representations of the TOWN, or its representatives. In the event that a claim or adjudication is made that the TOWN has acted unreasonably or unreasonably delayed acting in any case where by law or under this License Agreement, it has an obligation to act reasonably or promptly, the TOWN shall not be liable for any punitive, consequential or incidental damages, and the LICENSEE's sole remedies shall be limited to commencing an action seeking injunctive relief or declaratory judgment. The LICENSEE covenants and agrees that in no event shall the TOWN be liable for consequential damages and, to the fullest extent permitted by law, the LICENSEE expressly irrevocably waives all existing and future claims that it may have against the



TOWN for consequential damages. LICENSEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO ASSERT A COUNTERCLAIM, OTHER THAN A COMPULSORY COUNTERCLAIM, IN ANY ACTION OR PROCEEDING BROUGHT AGAINST IT BY THE TOWN OR ITS AGENTS, AND KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE TOWN. LICENSEE'S AGREEMENT TO THE PROVISIONS OF THIS SECTION IS A MATERIAL INDUCEMENT FOR THE TOWN GRANTING THE LICENSE.

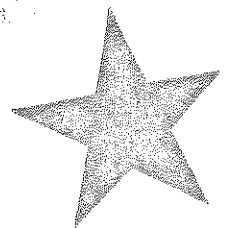
9. **Modification/Assignment.** This Agreement may be modified from time to time, in writing, duly executed by the parties, and subject to Town Board approval. Oral modifications are ineffective to bind the TOWN. LICENSEE may not assign, or otherwise transfer, all/or any part of its interest in this agreement or in the Premises without the prior written consent of the TOWN, which may be withheld for any reason or no reason without any liability to the TOWN. LICENSEE may not sub-license the Licensed Premises without the written permission of the TOWN which permission may be withheld for any or no reason without any liability to the TOWN. The permission of the TOWN granting the use of said Licensed Premises is made only to the LICENSEE,



and may not, without the express written consent of the TOWN, be transferred or assigned to any other firm or person.

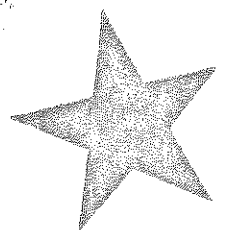
10. **Insurance.** The LICENSEE shall, prior to entering upon said land, procure, maintain and furnish to the TOWN, evidence of general liability insurance, in a form acceptable to the TOWN, in the amount of \$1,000,000.00 bodily injury and \$2,000,000.00 general aggregate, naming the TOWN as insured, fully covering the legal liability of said TOWN, as owner. The LICENSEE shall further insure its vehicles as required by law and shall further insure its other property and equipment, which may at any time, be upon the Licensed Premises, and name the TOWN as an additional insured therein. LICENSEE shall provide evidence to the TOWN of Worker's Compensation Insurance Coverage. All such certificates shall provide that the TOWN be given 30 days' prior written notice of termination of coverage or default under the contract of insurance or non-payment of premium. To the extent permissible under the insurance contract and pursuant to the certificate, the TOWN shall have thirty (30) days after the receipt of said notice to cure such default so that the applicable insurance may continue, but the TOWN shall have no obligation to take any such action. Failure to maintain and supply evidence of insurance to the TOWN shall be a material default under this License Agreement.

11. **Further Provisions on Use of Premises and Compliance with Law.** The LICENSEE shall not undertake any activity that may commit waste on the Premises. LICENSEE shall not interfere with TOWN functions or cause a public nuisance, other



unreasonable disturbances, excessive noise or noxious odors. LICENSEE shall take good care of the Licensed Premises and maintain same in a reasonably clean, sanitary and safe condition pursuant to all applicable laws, rules and regulations. LICENSEE shall promptly comply and cooperate with any and all requests that may be reasonably necessary or prudent in order for the TOWN to comply with law. LICENSEE shall promptly comply with every law, statute, rule, ordinance, regulation, and notice of any municipal, county, state, federal or other authority having jurisdiction of the Licensed Premises and pertaining to such Premises and shall promptly correct and/or cure any and all violations imposed by any governmental agency with respect to the Licensed Premises. Under no circumstances shall the Licensed Premises be used for any unlawful, illegal or immoral purpose whatsoever.

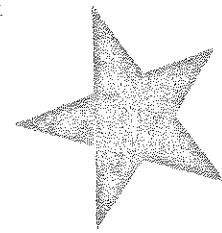
12. **Termination of Lease for Default.** If either (i) LICENSEE fails to pay the License Fees or any other sums due the TOWN or any other cost for which it is responsible, within ten (10) days of written demand; or (ii) if there is any other breach of any other term, covenant and/or condition of this License Agreement by the LICENSEE, the TOWN may terminate this License Agreement (resulting in an expiration of the Term and the License granted herein) upon only five (5) days' written notice. This termination provision is in addition to the right of the TOWN to terminate the License under paragraph 4 hereof and any and all other rights the TOWN may have under the law. In addition, the TOWN retains and reserves any and all rights and remedies with respect to



this License Agreement and the Licensed Premises. In the event that the LICENSEE shall fail to pay any sums due the TOWN when due under this agreement, then without limitation of the foregoing, upon demand of the TOWN, the LICENSEE shall pay interest on the amounts not paid at the rate of ten (10%) percent per annum from the date of such demand. If the LICENSEE holdovers and remains in occupancy after the expiration of the License herein, the LICENSEE shall pay twice the Fees during such period of impermissible occupancy, which fee is agreed to be reasonable under those circumstances and the payment thereof shall in no way limit, delay or impair the right of the TOWN to lawfully remove the LICENSEE from the Licensed Premises.

13. Notices. All notices, demands and requests given or required to be given by, pursuant to, or relating to, this License Agreement shall be in writing, All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, with return requested, postage prepaid, or by United States Express mail or FEDEX or other comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others):

If to the TOWN:  
THE TOWN OF OYSTER BAY  
Town Hall  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Attention: Frank M. Scalera, Town Attorney

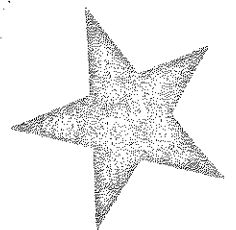


If to LICENSEE:

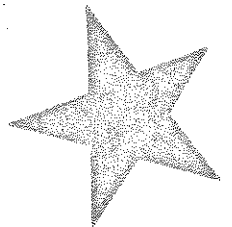
Attention: Robert V. V. V. Print name here: \_\_\_\_\_  
L&M Bus Corporation  
3167 Atlantic Avenue  
Brooklyn, New York 11208

A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two (2) Business Days after mailing; or in the case of overnight courier service, on the Business Day after the same was sent. A party receiving a notice that does not comply with the technical requirements for the notice under this section may elect to waive any deficiencies and treat the notice as having been properly given. LICENSEE shall not be entitled to any notices of any nature whatsoever from the TOWN except with respect to matters for which this agreement specifically and expressly provides for the giving of notice.

14. **Environmental Covenant and Indemnity.** LICENSEE will not be permitted to do repairs or maintenance on-site. During LICENSEE's occupation and possession of the Licensed Premises, it shall keep the Licensed Premises free from the introduction and release of Hazardous Materials (as hereinafter defined). During the Term and thereafter, the LICENSEE hereby indemnifies and holds the TOWN harmless from and against the presence of any and all Hazardous Substances entering or released upon the Licensed Premises as of the commencement date of this License Agreement, by the LICENSEE and its agents, invitees, guests, representatives or anyone entering the Licensed Premises (whether or not on LICENSEE's behalf) (and during any extensions or



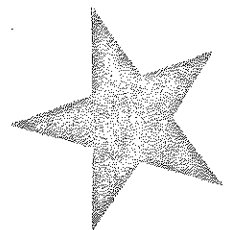
holdovers thereof), including without limitation, from and in connection with LICENSEE's vehicles and/or equipment or operations. LICENSEE covenants that the Premises shall, as of the commencement date hereof, not be used to generate, manufacture, refine Hazardous Materials, and LICENSEE shall not cause or permit a release of Hazardous Materials onto the Premises or onto any other neighboring property or suffer the presence of Hazardous Materials on the Premises. LICENSEE may, however, lawfully operate and store its equipment and vehicles on the Licensed Premises in a safe and sanitary manner, notwithstanding the fact that such vehicles and equipment utilize petroleum products. Reasonable care shall be taken by the LICENSEE, however, to safeguard the Licensed Premises from the release of Hazardous Materials in, on and around the Licensed Premises. Without limitation, LICENSEE shall comply with, and ensure compliance by all occupants of the Premises with, all applicable federal, state and local laws, ordinances, rules or regulations, with respect to Hazardous Materials, and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. The term "Hazardous Materials" as used in this License Agreement shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or



regulation. The LICENSEE hereby indemnifies the TOWN and agrees to hold the TOWN harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the TOWN at any time, with respect to, or as a direct result of (i) the introduction during the Term on or under the Premises of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during LICENSEE's occupancy, use, or possession of the Licensed Premises, of any Hazardous Materials (introduced to the Licensed Premises during the Term or any period of LICENSEE's occupancy thereof) or (ii) LICENSEE's non-compliance with respect to any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The LICENSEE fully understands that this paragraph is a material inducement to the TOWN making this License Agreement. The obligations and liabilities of LICENSEE under this paragraph shall survive the expiration of the Term and termination of this License Agreement.

**15. Indemnification of the Town by the Licensee/Assumption of Risk.**

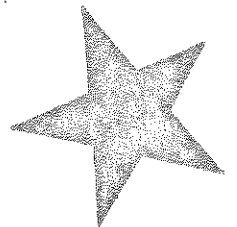
The LICENSEE agrees that the TOWN shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or in connection with the Licensed Premises from any cause



or causes whatsoever from the date of LICENSEE's occupancy of the Premises. LICENSEE covenants and agrees to indemnify and save harmless the TOWN from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising or pertaining with respect to or in connection with the LICENSEE's use, operation and/or occupancy of the Licensed Premises during the Term and with respect to anything pertaining to the Premises during LICENSEE's use and occupancy thereof. The LICENSEE assumes all risks in the operation of the Licensed Premises and agrees to comply with all federal, state, and local law regulations, including without limitation, all municipal rules, regulations and ordinances of the TOWN, which is in any way related to the Licensed Premises.

16. **Advertising/Signs.** Any advertising on or around the Licensed Premises, including signage, shall be subject to the written approval of the TOWN.

17. **Entire Agreement/Counterparts/Electronic Signatures.** It is understood and agreed that this License Agreement embodies the entire understanding of the parties with regard to the Licensed Premises, and may not be extended or modified except in writing, and subscribed by both parties hereto. This License Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be original. This License Agreement may be executed in any number of counterparts; each of which counterpart shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear

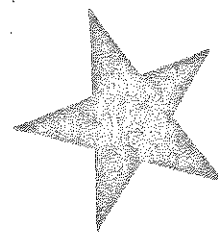


on the same document. The License Agreement may also be signed and delivered utilizing electronic signatures sent via electronic mail in "pdf" format. Such electronic signatures shall be binding upon the signatory.

18. **Entire Agreement.** This License Agreement constitutes the entire agreement between LICENSEE and TOWN with respect to the subject matter hereof and all undertakings, oral representations and agreements heretofore or simultaneously had among the parties are or merged in, and are contained in, this License Agreement.

19. **Captions.** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this License Agreement.

20. **Consent to Jurisdiction.** LICENSEE hereby irrevocably consents to the jurisdiction of the State of New York and to the Nassau County Supreme Court of the State of New York, for the purpose of any suit, action or other proceeding arising out of or relating to this License Agreement or the subject matter hereof. LICENSEE hereby waives, and agrees not to assert, any such suit, action or proceeding, any claim that it is not personally subject to such jurisdiction, or any right to remove an action brought in State Court to Federal Court, or any claim that such suit, action or proceeding is in an inconvenient forum or that the venue thereof is improper. LICENSEE agrees that service in any such action, whether or not in either such jurisdiction, may be effectuated by





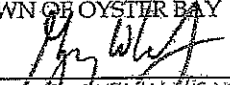
means in accordance with the notice provisions of this License Agreement or by any other means of service allowed by law.

21. **Applicable Law.** This License Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York and any applicable law of the United States of America.

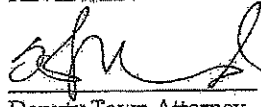
22. **Right of Inspection.** The TOWN shall have the right to inspect the premises during the term of this License Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

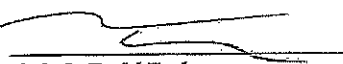
TOWN OF OYSTER BAY

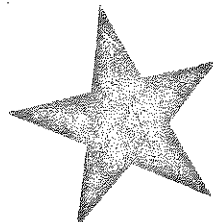
  
Name: Gregory W. Cunniff, Jr.  
Title: Deputy Supervisor

REVIEWED:

  
Deputy Town Attorney  
E. Faughan


L & M BUS CORP.

  
C.O.O. Todd Farber



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this 30 day of August, 2021, before me personally came and appeared Gregory W. Cannon, Jr., to me known, who being by me duly sworn, did depose and say that he resides at Oyster Bay, New York; that he is the Deputy Supervisor of the Town of Oyster Bay, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation; and that he signed his name thereto by like order.

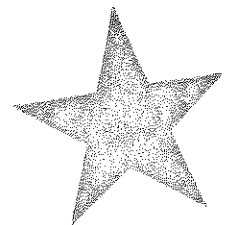
  
NOTARY PUBLIC  
ERIN SMITH-KELLY  
Notary Public, State of New York  
No. 01SM477920  
Qualified in Nassau County  
Commission Expires September 30, 2028

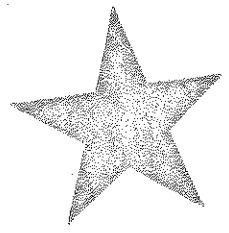
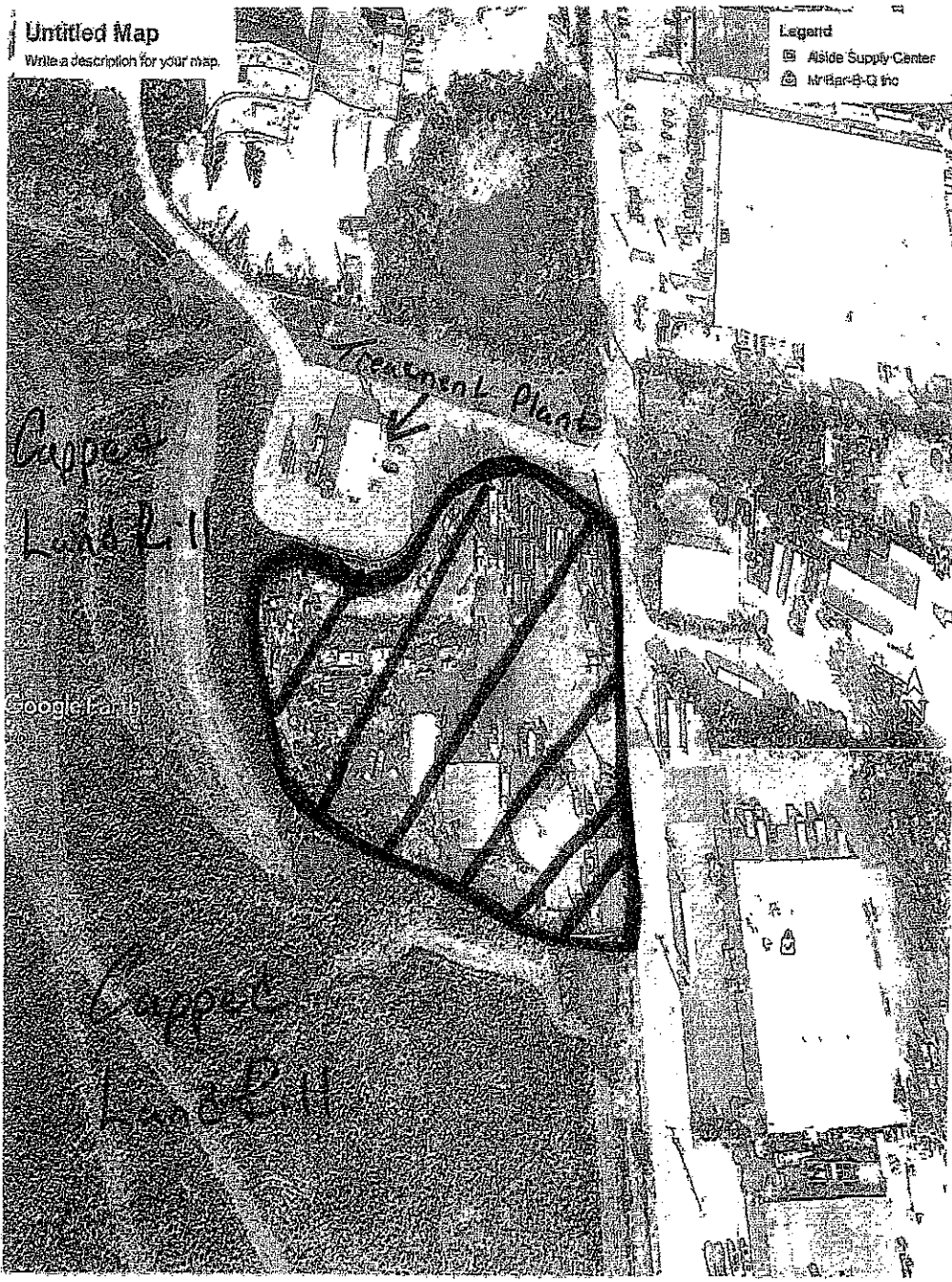
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this 26 day of August, 2021, before me personally came Todd Farkas to me known, who being duly sworn, did depose and say that he resides at 231 Melrose that he is the COO of, and has authority to sign on behalf of said Corporation described in and which executed the foregoing instrument, that he knows the seal of said Corporation; that the seal affixed to said instrument by order of the Board of Directors of said Corporation is said corporate seal and that he signed his name thereto by like order.

  
NOTARY PUBLIC

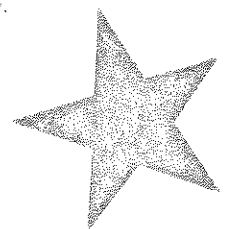
Kelly Calaman  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CA632523  
Qualified in Nassau County  
Commission Expires June 26, 2023





# Schedule A

OFFICIAL



WHEREAS, L&M Bus Corporation, 3167 Atlantic Avenue, Brooklyn, New York 11208, is under contract with several school districts within the Town of Oyster Bay to provide daily transportation for their students in buses, including "Small Type 2 Buses"; and

WHEREAS, L&M Bus Corporation has requested permission to use and occupy a 1.76 acre portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Old Bethpage, pursuant to the attached license agreement for the sole purpose of overnight storage of "Small Type 2 School Buses"; and

WHEREAS, the use and occupancy of said premises by L&M Bus Corporation would inure to the benefit of the Town by generating income and providing maintenance and security the Town would otherwise have to supply; and

WHEREAS, the proposed use of the premises and the terms of this license agreement are consistent with other current use and possession agreements at the Old Bethpage Solid Waste Disposal Complex; and

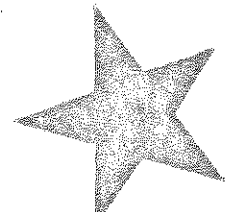
WHEREAS, Frank M. Scalera, Town Attorney and Karen J. Underwood, Deputy Town Attorney, by memorandum dated August 5, 2021, recommended and requested that the Supervisor, or his designee, be authorized and directed to execute the attached license agreement with L&M Bus Corporation for the use of approximately a 1.76 acre portion of the Town owned premises located at the Old Bethpage Solid Waste Disposal Complex, for the sole purpose of overnight storage of "Small Type 2 School Buses", for a license fee amount of \$8,550.00 per month, for a term of August 18, 2021 through October 31, 2022, with two (2) one (1) year extension options,

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee is hereby authorized and directed to execute the attached license agreement with L&M Bus Corporation for the use of approximately a 1.76 acre portion of the Town owned premises located at the Old Bethpage Solid Waste Disposal Complex, for the sole purpose of overnight storage of "Small Type 2 School Buses", for a license fee amount of \$8,550.00 per month, for a term of August 18, 2021 through October 31, 2022, with two (2) one (1) year extension options.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



480

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 9, 2021

SUBJECT: License Agreement with L&M Bus Corporation  
Supplemental to Docket Item No. 26, August 3, 2021

L&M Bus Corporation, 3167 Atlantic Avenue, Brooklyn, New York 11208, is under contract with several school districts within the Town of Oyster Bay to provide daily transportation for their students in buses, including "Small Type 2 Buses". L&M Bus Corporation is seeking to use a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Old Bethpage, for the sole purpose of overnight storage of "Small Type 2 School Buses".

The Department of Public Works/Highway was contacted by this Office to inquire whether the Town could satisfy the request. The Department of Public Works/Highway has indicated that it could accommodate the use of a portion of the Town's land located at the Old Bethpage-Solid Waste Disposal Complex, by L&M Bus Corporation.

The Office of the Town Attorney has negotiated a license agreement with L&M Bus Corporation in an effort to arrive at mutually agreeable terms for the use of approximately 1.76 acres of Town owned property located at the Old Bethpage Solid Waste Disposal Complex. The proposed use of the Premises and the terms of this License Agreement are consistent with other current use and possession agreements at the Old Bethpage Solid Waste Disposal Complex.

Accordingly, L&M Bus Corporation will pay the Town \$8,550.00 per month for the use of approximately 1.76 acres of the property located at the Old Bethpage Solid Waste Disposal Complex, for the sole purpose of overnight storage of "Small Type 2 School Buses". The term of the license agreement is August 18, 2021 through October 31, 2022 with two (2) one (1) year extension options.

This Office recommends and requests that the Town Board authorize the Supervisor or his designee to execute the license agreement with L&M Bus Corporation.

The Inspector General has reviewed L&M Bus Corporation's disclosure questionnaire, and has approved same.

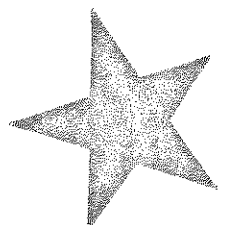
Kindly place this matter on the Town Board calendar for August 17, 2021.

FRANK M. SCALERA  
TOWN ATTORNEY



Karen J. Underwood  
Deputy Town Attorney

KJU:ba  
Attachment  
File No. 2021-8196





CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such written contract; or
- B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
  - 1. the written contract requires you to provide the additional insured such coverage; and
  - 2. this coverage part provides such coverage.

- II. But if the written contract requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:

- A. coverage broader than required by the written contract; or
- B. a higher limit of insurance than required by the written contract.

- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

Reviewed By  
Office of Town Attorney

*BM*

- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2

AMERICAN CASUALTY CO OF READING, PA

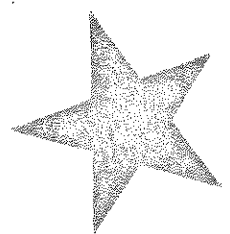
Insured Name: ATLAS HOME IMPROVEMENT CORP OF LONG ISLAND

Policy No: 6016488888

Endorsement No: 8

Effective Date: 06/17/2021

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**CNA PARAMOUNT****Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3, does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the bodily injury or property damage; or
  2. the offense that caused the personal and advertising injury;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

AMERICAN CASUALTY CO OF READING, PA

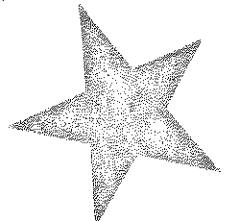
Insured Name: ATLAS HOME IMPROVEMENT CORP OF LONG ISLAND

Policy No: 6016488888

Endorsement No: 8

Effective Date: 06/17/2021

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**CNA PARAMOUNT****Contractors' General Liability Extension  
Endorsement - New York**

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

- 2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The Other Insurance Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY - EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of bodily injury is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness, shock, humiliation, disability or disease, mental injury or mental anguish sustained by a person, including death resulting from any of these.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or an employee designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
- b. by reason of a Named Insured creating or acquiring the organization during the policy period,

Reviewed By  
Office of Town Attorney

CNA74705NY (8-15)

Page 4 of 17

AMERICAN CASUALTY CO OF READING, PA

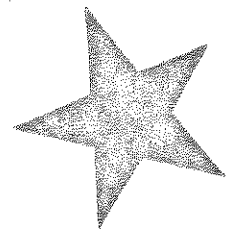
Insured Name: ATLAS HOME IMPROVEMENT CORP OF LONG ISLAND

Policy No: 6016488888

Endorsement No: 3

Effective Date: 06/17/2021

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24

480

**Town of Oyster Bay  
Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 30, 2021

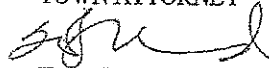
SUBJECT: Authorization to Enter a License Agreement with  
L&M Bus Corporation

JUL 30 2021  
JUL 30 2021  
JUL 30 2021

This Office is currently preparing documents relative to a license agreement with L&M Bus Corporation. L&M Bus Corporation, 3167 Atlantic Avenue, Brooklyn, New York 11208, is under contract with several Town of Oyster Bay school districts to provide daily transportation for their students in buses, including "Small Type 2 Buses". In connection with the provision of transportation services, L&M Bus Corporation is seeking to use a portion of Town owned land located at Winding Road, Bethpage, New York, for the sole purpose of overnight storage of "Small Type 2 School Buses".

Kindly reserve a space on the docket. Additional information will be provided by way of a supplemental memorandum.

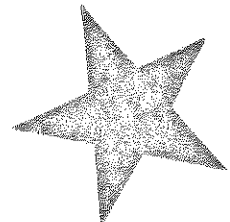
FRANK M. SCALERA  
TOWN ATTORNEY



Karen J. Underwood  
Deputy Town Attorney

KJU:ba  
File No. 2021-8196

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Meeting of September 13, 2022

Resolution No. 659-2022

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 4<sup>th</sup> day of October 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 93 - BUILDING CONSTRUCTION, TO ADD NEW SECTION 93-16.4 - CONSTRUCTION SITE SAFETY TRAINING, AND RENUMBER EXISTING SECTION 93-16.4 AS SECTION 93-16.5."; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

WAS  
Reviewed By  
Office of Town Attorney  
*John M. Della*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**PUBLIC NOTICE**

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 4<sup>th</sup> day of October, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following proposed Local Law, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 93 – BUILDING CONSTRUCTION, TO ADD NEW SECTION 93-16.4 – CONSTRUCTION SITE SAFETY TRAINING, AND RENUMBER EXISTING SECTION 93-16.4 AS SECTION 93-16.5." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor,  
RICHARD LaMARCA, Town Clerk.

Dated: September 13, 2022, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney

*John J. McCall*

659

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : September 7, 2022  
**SUBJECT** : Proposed Amendment to the Code of the Town of Oyster Bay,  
Chapter 93 – Building Construction, by adding  
Construction Site Safety Training


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This office has prepared the following items necessary to establish a new local law referenced above.

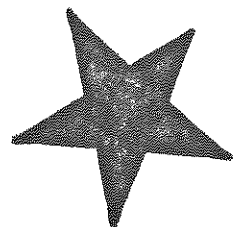
1. Public Notice;
2. Resolution calling for a Public Hearing to be held on October 4, 2022; and
3. Proposed legislation.

Kindly suspend the rules and place this matter on the Town Board Action calendar for September 13, 2022.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Thomas M. Sabellico  
Special Counsel

TMS/nb  
Enclosures

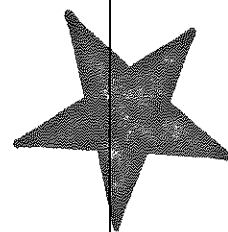


Reviewed By  
Office of Town Attorney  
*John McHale*

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 4<sup>th</sup> day of October 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 93 – BUILDING CONSTRUCTION, TO ADD NEW SECTION 93-16.4 – CONSTRUCTION SITE SAFETY TRAINING, AND RENUMBER EXISTING SECTION 93-16.4 AS SECTION 93-16.5."; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

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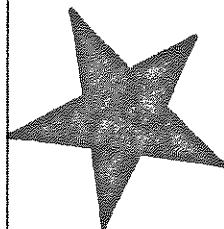
Reviewed By  
Office of Town Attorney  
*John M. Miller*

**PUBLIC NOTICE**

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 4<sup>th</sup> day of October, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following proposed Local Law, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 93 – BUILDING CONSTRUCTION, TO ADD NEW SECTION 93-16.4 – CONSTRUCTION SITE SAFETY TRAINING, AND RENUMBER EXISTING SECTION 93-16.4 AS SECTION 93-16.5." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor,  
RICHARD LaMARCA, Town Clerk.

Dated: September 13, 2022, Oyster Bay, New York.



## Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Oyster Bay

Local Law No. \_\_\_\_\_ of the year 2022

A local law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 93 - BUILDING CONSTRUCTION, TO ADD NEW SECTION 93-16.4 - CONSTRUCTION SITE SAFETY TRAINING, AND RENUMBER EXISTING SECTION 93-16.4 AS SECTION 93-16.5"

Be it enacted by the Town Board of the

Town of Oyster Bay as follows:

**Section 1.** Amend CHAPTER 93 - BUILDING CONSTRUCTION, of the Code of the Town of Oyster Bay, so as to add new Section 93-16.4, and to renumber existing Section 93-16.4 as Section 93-16.5, to read as follows:

### **§93-16.4 - CONSTRUCTION SITE SAFETY TRAINING**

#### **A. Purpose**

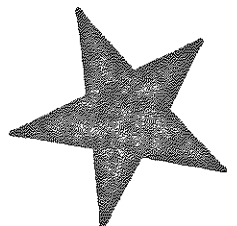
The provisions of this section are intended to promote the safety of Minor and Major Construction Projects, as herein defined, within the Town. The provisions of this section are designed to provide that workers employed or otherwise engaged at such construction sites have received adequate safety training; that contractors performing construction work have essential safety training and that contractors performing construction work have essential safety training systems to prevent injuries and protect workers injured.

#### **B. Definitions**

**Applicant:** the person who has applied for a building permit.

**Permit Holder:** the person to whom a building permit has been issued.

**Person:** an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.





**Contractor:** any person contracted or subcontracted to perform work covered by this section for or on behalf of any other person.

**Minor Construction Project:** a construction site, with an area greater than 35,000 square feet, but less than 50,000 square feet, which involves the construction, demolition, or alteration of a structure or building.

**Major Construction Project:** a construction site, with an area of 50,000 square feet or greater, which involves the construction, demolition, or alteration of a structure or building.

**OSHA:** the United States Department of Labor Occupational Safety and Health Administration.

**OSHA 30-hour class:** a class that includes thirty (30) or more hours in construction industry safety and health that is intended for workers and satisfies the following conditions:

- i. Such class is (a) approved by OSHA and conducted in accordance with the OSHA outreach training program or (b) an equivalent thirty (30) or more hour construction industry safety and health class approved by the Town Department of Planning and Development.
- ii. Such class consists of in-person training, actively proctored online training or, if such training is conducted before the effective date of this section, online training.

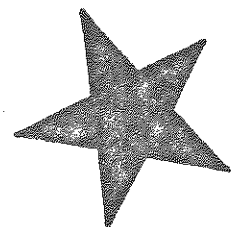
**OSHA 100-hour class:** a class or program that:

- i. Includes one hundred (100) or more hours of training in technical subjects relating to a construction trade, including an apprenticeship program registered with the New York State Department of Labor; and
- ii. Is approved by OSHA, the United States Department of Labor, the New York State Department of Education or the New York State Department of Labor.

**Site Safety Designee:** the Site Safety Designee must have completed an OSHA 100-hour class. On a Major Construction Project, the Site Safety Designee shall use reasonable prudence to ensure that safety is maintained as job conditions dictate and shall complete any tasks required of a Site Safety Designee under this section.

**C. Safety Training Required.**

1. In addition to any other applicable town, state or federal law or rule, each permit holder:
  - a. At a Minor Construction Site, shall be responsible for ensuring that each construction or demolition worker employed or otherwise engaged at such site by the permit holder or any person performing work for or on behalf of such permit holder at such site has successfully completed an OSHA 30-hour class and maintains a current OSHA 30-hour class certificate.
  - b. At a Major Construction Site, shall be responsible for ensuring that a foreman or designated employee or individual otherwise engaged at such site by the permit holder or any person performing work for or on behalf of such permit holder is designated as a Site Safety Designee. The Site Safety Designee shall be tasked with ensuring that each construction or demolition worker employed or otherwise engaged at such site by the permit holder or any person performing work for or on behalf of



such permit holder at the site is in compliance with Section 93-16.4(C)(1)(a) and shall report violations of this section to the Department of Planning and Development.

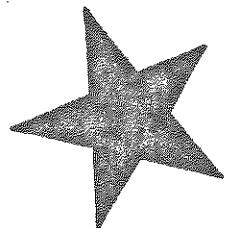
2. The Applicant, Permit Holder or any person performing such work on behalf of the permit holder shall certify to the Department of Planning and Development, in a form and manner established by the Department of Planning and Development, that the requirements of Section 93-16.4(C)(1)(a) and/or Section 93-16.4(C)(1)(b) have been met. No permit for construction or demolition work for which training is required pursuant to this section shall be issued or renewed until the applicant has certified that all workers who will be working under such permit will have the requisite training throughout the duration of such permit.
3. The Applicant, Permit Holder or any person performing such work on behalf of the permit holder shall certify that all New York State and OSHA safety requirements and workers compensation and insurance requirements have been met.
4. The Permit Holder shall maintain at such site a daily log that identifies each such worker and that includes, for each such worker, proof of compliance with Section 93-16.4(C)(1)(a) and Section 93-16.4(C)(1)(b), as applicable. Such logs shall be made available to the Department of Planning and Development upon request and shall be submitted to the Department of Planning and Development as a prerequisite to the issuance of a Certificate of Occupancy, Certificate of Completion and/or Certificate of Approval.

**D. Penalties**

1. Any violations of this section by a permit holder shall be punishable by a fine of not less than \$1,000 nor more than \$10,000. Each worker performing work on a construction site covered by this section without required safety training shall constitute a separate additional offense. Each day that the violation continues shall constitute a separate additional offense.
2. For a second offense, committed by a permit holder within a period of five years, such violation shall be punishable by a fine of not less than \$3,000 nor more than \$20,000.
3. Permits issued to permit holders found to be in violation of this section may be revoked by the Department of Planning and Development upon discovery of such violation.
4. The Department of Planning and Development shall be authorized to issue stop orders for violations of this section. Upon the issuance of a stop order, the owner of the affected property, the permit holder and any other person or contractor performing, taking part in or assisting in the work shall suspend all building activities until the stop order has been rescinded.

**§93-16-5 – DETERMINATION BY COMMISSIONER**

- A. The determination of compliance with this section shall be made and certified by the Commissioner of the Department of Planning and Development. An aggrieved party may appeal such determination in an Article 78 proceeding to the Supreme Court, Nassau County, filed within 30 days of the filing of the determination by the Commissioner with the Town Clerk or the mailing of such determination to the applicant, whichever is later.
- B. It is the intent of the Town Board to exercise its municipal home rule powers to supersede any inconsistent provisions of state law, with specific reference to the time periods to commence



legal action set forth in CPLR § 217, Subdivision 1, or any other inconsistent provision of state law with respect to the subject matter of this code provision.

**Section 2. SEQR Determination.** It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

**Section 3. Severability.** If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

**Section 4. Effective Date.** This Local Law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 2022 of the Town of Oyster Bay, was duly passed by the Town Board on \_\_\_\_\_ 2022, in accordance with the applicable provisions of law.

\_\_\_\_\_  
Clerk of the Town of Oyster Bay

(Seal)

Date: \_\_\_\_\_, 2022

STATE OF NEW YORK  
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

\_\_\_\_\_  
Signature

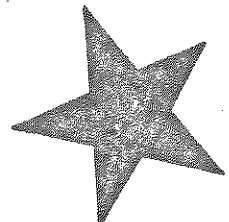
Town Attorney

\_\_\_\_\_  
Title

Town of Oyster Bay

Date: \_\_\_\_\_ 20

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Meeting of September 13, 2022

Resolution No. 660-2022

WHEREAS, the voters of the Town of Oyster Bay Plainview Fire Protection District approved a proposition to establish a Length of Service Award Program for the Plainview Volunteer Fire Department, Inc., on December 5, 1989, in accordance with Article 11-A of the New York State General Municipal Law; and

WHEREAS, by Resolution No. 66-1990, adopted on January 23, 1990, this Town Board accepted and approved the special election results of the aforementioned election; and

WHEREAS, by two subsequent referenda approved by the voters of the Town of Oyster Bay Plainview Fire Protection District, and by Town Board Resolution No. 33-2000, adopted January 18, 2000, and by Resolution No. 384-2005, adopted on May 10, 2005, this Town Board accepted and approved the special election results of the aforementioned elections amending the Length of Service Award Program to decrease the entitlement age to 55 years of age, increase the maximum number of years of service to thirty-seven (37), and to allow for members to earn years of service credit post-entitlement; and

WHEREAS, Article 11-A of the New York State General Municipal Law, has been recently amended to allow for an increase in the maximum number of years of service to fifty (50) years; and

WHEREAS, Frank M. Scalera, Town Attorney and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated September 7, 2022, reported that the Board of the Plainview Volunteer Fire Department, Inc., requested that the Length of Service Award Program be amended in accordance with Article 11-A of the New York State General Municipal Law, to increase the maximum number of years of service to fifty (50) years; and

WHEREAS, Article 11-A authorizes the Town Board to seek voter approval of amendments to the Length of Service Award Program; and

WHEREAS, the proposed amendment to the Town of Oyster Bay administered Length of Service Award Program will permit eligible Length of Service Award Program participants that continue in active service to participate in the Length of Service Award Program after reaching Entitlement Age, and accordingly, to continue to accrue additional Length of Service Award Program benefits, where eligible, to a maximum of fifty (50) years, with payments post-entitlement to continue to be paid lump sum; and

WHEREAS, the current cost of the Length of Service Award Program, for the year 2022, is approximately \$290,000.00; and

WHEREAS, the amended cost of the Length of Service Award Program is estimated to be approximately \$310,000.00; and

WHEREAS, Frank M. Scalera, Town Attorney and Elizabeth A. Faughnan, Deputy Town Attorney, in the abovementioned memorandum, recommend that the Town of Oyster Bay implement the necessary steps to hold a referendum on November 14, 2022, between the hours of

Reviewed By  
Office of Town Attorney  
Elizabeth A. Faughnan

12:00 noon and 9:00 p.m. at the Plainview Fire Headquarters, 885 Old Country Road Plainview, New York, to amend the aforementioned Length of Service Award Program; and

WHEREAS, Frank M. Scalera, Town Attorney and Elizabeth A. Faughnan, Deputy Town Attorney, in the abovementioned memorandum, further recommend Town Board approval of publication of the accompanying public notice regarding said referendum on November 14, 2022; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendations are hereby accepted and approved, and the Town Board hereby authorizes the holding of a referendum relating to the proposed amendment to the Length of Service Award Program for the Plainview Volunteer Fire Department, Inc. for the Plainview Fire Protection District; and be it further

RESOLVED, That the Supervisor, or his duly authorized representative, is hereby authorized and directed to execute any and all documents or agreements essential to carry out the subject referendum; and be it further

RESOLVED, That the Town Clerk is hereby authorized and directed to cause a notice of said referendum to be published in Newsday, and posted in the manner provided by law; and be it further

RESOLVED, That payment for the various costs of conducting such referendum is to be made by the Town of Oyster Bay, Plainview Fire Protection District, each and all payments to be made upon the submission of a duly certified claim and after audit by the Comptroller, with the funds for said payment to be drawn from Account No. TWN SF09 3410 44910 000 0000.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

*DP*  
Reviewed By  
Office of Town Attorney  
*Elizabeth A. Faughnan*

PUBLIC NOTICE  
SPECIAL ELECTION OF THE PLAINVIEW  
FIRE PROTECTION DISTRICT  
NOVEMBER 14, 2022

NOTICE is hereby given pursuant to the General Municipal Law of the State of New York that a Special Election of the Plainview Fire Protection District will take place on November 14, 2022, between the hours of 12:00 o'clock noon and 9:00 o'clock p.m., prevailing time, at the Plainview Fire Headquarters, 885 Old Country Road Plainview, New York, for the purpose of voting on the following propositions.

All residents of the Plainview Fire Protection District who were duly registered to vote with the Nassau County Board of Elections on or before October 14, 2022, shall be entitled to vote on this election.

PROPOSITION

Shall the Length of Service Award Program for the Plainview Volunteer Fire Department, Inc., be amended, effective January 1, 2023

AMENDMENT OF LENGTH OF SERVICE AWARD PROGRAM FOR THE VOLUNTEER FIREFIGHTERS OF PLAINVIEW VOLUNTEER FIRE DEPARTMENT, INC., ADMINISTERED BY THE TOWN OF OYSTER BAY, WILL ALLOW ELIGIBLE PROGRAM PARTICIPANTS TO CONTINUE IN ACTIVE SERVICE AFTER REACHING ENTITLEMENT AGE, AND TO ACCRUE PROGRAM POINTS AND RECEIVE A PROGRAM CONTRIBUTION, PAYABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW, I.E., FOR A PERIOD NOT TO EXCEED FIFTY YEARS; POST ENTITLEMENT PROGRAM CONTRIBUTION WILL CONTINUE TO BE PAID LUMP SUM TO THE INDIVIDUAL AND SAID AMENDMENT SHALL INCREASE THE ESTIMATED ANNUAL COST OF \$290,000.00 BY \$20,000.00; THEREBY INCREASING THE ANNUAL AMOUNT PAID BY THE PLAINVIEW FIRE PROTECTION DISTRICT TO AN APPROXIMATE ANNUAL COST OF \$310,000.00.

Dated: September 13, 2022. Oyster Bay, New York. BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH SALADINO, Supervisor. RICHARD LaMARCA., Town Clerk.

Town of Oyster Bay  
Inter-Departmental Memo

660

TO: MEMORANDUM DOCKET  
FROM: OFFICE OF THE TOWN ATTORNEY  
DATE: September 7, 2022  
SUBJECT: Plainview Volunteer Fire Department, Inc. Length of Service Award Program Referendum

Pursuant to Chapter 24, Article 11-a of the New York State General Municipal Law, the residents of the Plainview Fire Protection District previously approved, by referendum, a Length of Service Award Program (LOSAP) which sets aside benefits for volunteer firefighters in the Plainview Volunteer Fire Department, Inc. ("PVFD"). Previous Amendments to the Plainview LOSAP program were previously approved to allow for individual firefighters past entitlement age to continue to earn credits while still actively serving the fire company, to reduce the entitlement age to 55 years of age, and to increase the maximum number of years of service to thirty-seven (37). Recently, the General Municipal Law was amended to increase the maximum number of years for which to earn service credit, to a maximum of fifty (50) years, in order to encourage continued volunteerism to the fire service.

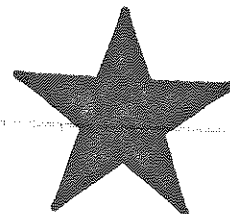
The Board of the PVFD has requested the Plainview LOSAP Program be amended to increase the maximum number of years for which to earn service credit, to a maximum of fifty (50) years. In order to implement changes to the Plainview LOSAP Program, the law requires approval by the Town Board by a vote of at least sixty (60%) percent, as well as the approval of the residents of the Plainview Fire Protection District. The referendum is tentatively scheduled to take place on November 14, 2022, so that the amendments can be effective as of January 1, 2023.

This Office requests and recommends that the Town Board approve these amendments to the Plainview LOSAP Program, subject to the referendum tentatively scheduled to be held on November 14, 2022; approve the scheduling of the referendum, approve the publication of the accompanying public notice regarding same, and approve payment of all costs of this referendum by the Plainview Fire Protection District. In furtherance of this request and recommendation, and, pursuant to the provisions of Article 11-A of the New York State General Municipal Law, attached hereto is the Public Notice for a Special Election of the Plainview Fire Protection District for November 14, 2022, as well as a proposed resolution effectuating same. Kindly suspend the rules and walk this item on to the September 13, 2022 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*  
Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:  
GS3973



Meeting of September 13, 2022

Resolution No.661-2022

WHEREAS, by Resolution No. 352-2022, adopted on May 10, 2022, the Town Board authorized Classic Car Cruise Nights to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from May 31, 2022 through September 12, 2022, subject to the terms and conditions contained in the aforementioned resolution; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 29, 2022, advised that the Oyster Bay East Norwich Chamber of Commerce has requested an extension of the aforementioned resolution to permit one further Cruise Night event to be conducted on Tuesday, September 13, 2022;

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of this request will benefit the residents of the Town,

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Classic Car Cruise Night to be held on Tuesday September 13, 2022 is authorized, subject to the terms and conditions as contained in Resolution No. 352-2022.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

September 8, 2022


**TO:** MEMORANDUM DOCKET  
**FROM:** RICHARD LENZ, COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION  
**SUBJECT:** OYSTER BAY EAST NORWICH CHAMBER OF COMMERCE  
REQUEST TO EXTEND CRUISE NIGHT

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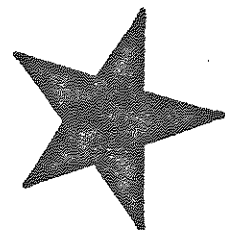
We received a request from the Oyster Bay East Norwich Chamber of Commerce to extend their annual Cruise Night event one more week until Tuesday, September 13<sup>th</sup> 2022.

Enclosed is the original docket resolution #352-2022 as well as new certificates of insurance, Hold harmless agreement, and Covid-19 Addendum reflecting the new date to cover the extension of the event.

Please suspend all rules on September 13<sup>th</sup> 2022 Town Board Action Calendar.

  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DEPARTMENT

kz



Meeting of May 10, 2022

Resolution No. 352-2022

Reviewed By  
Office of Town Attorney

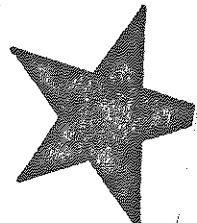
WHEREAS, Ryan Schlotter, President, Oyster Bay-East Norwich Chamber of Commerce, Inc., P.O. Box 21, Oyster Bay, New York 11771, by letter dated April 12, 2022, has requested, the use of fifteen (15) complete barricades and twenty (20) orange traffic cones, twelve (12) SORT recycling pails, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, to the corner of Maxwell Avenue, the closure of Spring Street from West Main Street north to lower Audrey Avenue, and the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, Oyster Bay and Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from May 31, 2022 through September 12, 2022; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated April 18, 2022, advised that the Highway Department has no objection providing fifteen (15) complete barricades, twenty (20) orange traffic cones, and twelve (12) SORT recycling pails and the street closures and use of municipal parking fields as requested; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of this request will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests, as hereinabove set forth are hereby approved, and the Department of Highways is hereby authorized to provide fifteen (15) complete barricades and twenty (20) orange traffic cones, twelve (12) SORT recycling pails, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, the closure of Spring Street from West Main Street north to lower Audrey Avenue and then along the southerly edge of the Gazebo triangle to its western corner, Oyster Bay, the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, and the use of Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from May 31, 2022 through September 12, 2022, subject to the following conditions:

1. The Oyster Bay Chamber of Commerce, Inc. will itself supply the temporary "No Parking" signs required for this event;
2. The use of all Town property for these activities shall in each and every case be in conformance with the direction of the Deputy Commissioner of the Department of Highway, or his duly authorized representative;
3. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the aforescribed activities and its use of Town property; and



Resolution No.352-2022

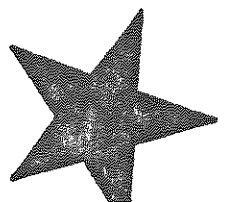
4. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general agreement of \$2,000,000, and naming the Town as an additional insured in connection with the aforescribed activities.

5. The event shall comply with all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled by the Town of Oyster Bay at any time to prevent harm to the population from the COVID-19 Virus, or from any other threat to public health and/or safety.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye





# CERTIFICATE OF LIABILITY INSURANCE

OYSTBAY-02

KDUCHARME

DATE (MM/DD/YYYY)

8/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Brooks Robb & Callahan  
PO Box 118  
Oyster Bay, NY 11771

CONTACT NAME: Kristen Brekne Ducharme

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: kbrekne@brclinsurance.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Hartford Casualty Ins Co,

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Oyster Bay - East Norwich Chamber of Commerce  
PO Box 21  
Oyster Bay, NY 11771

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	12SBMUQ3886	5/10/2022	5/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		12SBMUQ3886	5/10/2022	5/10/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Event: Classic Cruise Night events from 5/31/22 through 9/13/22  
Certificate holder is included as Additional Insured per the Business Liability coverage from IH1200 86 T

**CERTIFICATE HOLDER**

Town of Oyster Bay  
54 Audrey Ave  
Oyster Bay, NY 11771

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristen Ducharme

ACORD 25 (2016/03)

Reviewed By  
Office of Town Attorney  
*Cafayghan*

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# CERTIFICATE OF LIABILITY INSURANCE

OYSTBAY-02

KDUCHARME

DATE (MM/DD/YYYY)  
8/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Brooks Robb & Callahan  
PO Box 118  
Oyster Bay, NY 11771

CONTACT NAME: Kristen Brekne Ducharme

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: kbrekne@brcinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Ins Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Oyster Bay - East Norwich Chamber of Commerce  
PO Box 21  
Oyster Bay, NY 11771

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		12SBMUQ3886	5/10/2022	5/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12SBMUQ3886	5/10/2022	5/10/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Event: Classic Cruise Night events from 5/31/22 through 9/13/22

Certificate holder is included as Additional Insured per the Business Liability coverage from IH1200 85 T

## CERTIFICATE HOLDER

Town Of Oyster Bay Dept of Public Works/Highway  
150 Miller Pl  
Syosset, NY 11791

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristen Ducharme

ACORD 25 (2016/03)

Reviewed By  
Office of Town Attorney  
E. J. J. J.

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POLICY NUMBER: 12 SBM UQ3886



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001  
ISLAND PROPERTIES, LLC  
255 SOUTH ST  
OYSTER BAY NY 11771

LOC 001 BLDG 001  
OYSTER BAY CHARITABLE FUND, OYSTER BAY ROTARY CLUB,  
NEW YORK AUTO FEST, TOWN OF OYSTER BAY  
PO BOX 132  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS  
150 MILLER PL  
SYOSSET, NY 11791

TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS / HIGHWAY  
150 MILLER PL  
SYOSSET, NY 11791

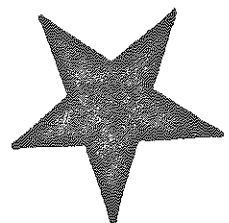
OYSTER BAY WATER DISTRICT  
45 AUDREY AVE  
OYSTER BAY, NY 11771  
LOC 001 BLDG 001  
RENAISSANCE PROPERTY ASSOC  
255 SOUTH ST  
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY DEPT OF PARKS  
150 MILLER PL  
SYOSSET, NY 11791

VERIZON  
2020 WANTAGH AVE  
WANTAGH, NY 11793  
LOC 001 BLDG 001  
PSEG  
176 EAST OLD COUNTRY ROAD  
HICKSVILLE, NY 11801

Reviewed By  
Office of Town Attorney

*[Handwritten signature]*  
E. J. Egan



POLICY NUMBER: 12 SBM UQ3886



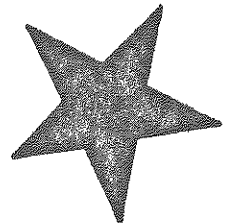
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

TOWN OF OYSTER BAY  
45 AUDREY AVE  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
PSEG LONG ISLAND LLC, T&D MANAGER ACTING AS AGENT  
&/ON BEHALF OF LIPA- LIGHTING & ATTACHMENTS  
1650 ISLIP AVE,  
BRENTWOOD, NY 11771

Reviewed By  
Office of Town Attorney



**Harmless Agreement for Use of Town Property and/or Equipment**

This Agreement is made this 7th day of September 2022, by OREN Chamber (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period 9/13/22 through 9/13/22.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for the loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

Name of Organization:

Oyster Bay EAST Norwich Chamber

Address of Organization:

PO Box 21

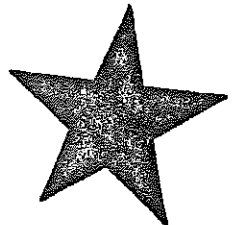
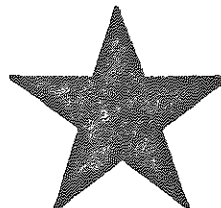
Oyster Bay, NY 11771

By: [Signature]  
Authorized Representative

Title: Executive Director

Telephone Number: Cell [Redacted]

Reviewed By  
Office of Town Attorney  
E. Feoughan








**TOWN OF OYSTER BAY  
ADDENDUM TO PERMIT APPLICATION**

Applicant Name: Oyster Bay East Norwich Chamber  
Event Description: Cruise Night Car Show  
Event Date: 9/13/22

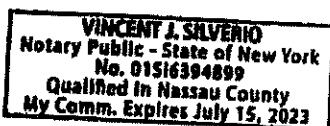
The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

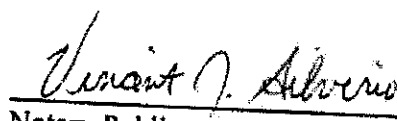
For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.

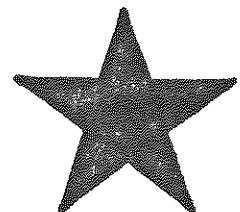
  
Applicant Signature

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF NASSAU     )

On the 7th day of September, 2022, before me, the undersigned, personally appeared AMY HANLEY personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument



  
Notary Public



Reviewed By  
Office of Town Attorney  


Last Revised: May 5, 2021

Meeting of September 13, 2022

Resolution No.662-2022

WHEREAS, flood insurance is essential to protect the Town's valuable assets, and to ensure reimbursement in the event of flooding; and

WHEREAS, the Office of the Town Attorney, in conjunction with the Department of General Services, has obtained proposals to secure flood insurance for thirty-nine (39) Town buildings located within a flood zone from Trisura Specialty Insurance Company ("Trisura") and Arch Specialty Insurance Company ("Arch"), through Salerno Brokerage Corp.; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated September 9, 2022, requested and recommended that flood insurance be secured for the Town's thirty-nine (39) buildings from Trisura Specialty Insurance Company ("Trisura") and Arch Specialty Insurance Company ("Arch"), through Salerno Brokerage Corp., at a premium amount of \$292,500.00, along with estimated Surplus Lines Taxes and Stamping Office fees of \$17,500.00, for a total of \$310,000.00, for a one-year period from 12:01 a.m. September 18, 2022 at 12:01 a.m., through September 18, 2023 at 12:01 a.m., and that the Comptroller be authorized to make payment for same with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000; and

WHEREAS, The Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendations and requests are hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to secure flood insurance on thirty-nine (39) Town buildings, from Trisura Specialty Insurance Company ("Trisura") and Arch Specialty Insurance Company ("Arch"), through Salerno Brokerage Corp., at a total premium amount not to exceed \$310,000.00 for a one-year period from September 18, 2022 through September 18, 2023; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to Salerno Brokerage Corp., from Account No. TWN AMS 1910 43010 602 0000 000 upon the submission of a duly certified claim therefor, after audit.

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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

*MA*  
Reviewed By  
Office of Town Attorney  
*Elizabeth A. Faughnan*

25

662

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : September 9, 2022  
**SUBJECT** : 2022/2023 Flood Insurance

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Flood insurance is essential to protect the Town's valuable assets and ensure reimbursement, in the event of flooding. This Office, in conjunction with the Department of General Services, through Salerno Brokerage Corp., made inquiries for flood insurance for thirty-nine (39) Town buildings located within a flood zone to thirteen (13) insurance carriers. Through Salerno Brokerage Corp., Trisura Specialty Insurance Company ("Trisura") and Arch Specialty Insurance Company ("Arch"), have submitted proposals to insure the Town's thirty-nine (39) buildings (see attached sheet) for a one (1) year period from September 18, 2022 at 12:01 a.m. through September 18, 2023 at 12:01 a.m., with a premium amount of \$292,500.00, along with estimated Surplus Lines Taxes and Stamping Office fees of \$17,500.00, for a total of \$310,000.00. These combined policies would provide an aggregate limit of liability of \$10,000,000.

This Office requests and recommends that flood insurance be secured from Trisura Specialty Insurance Company and Arch Specialty Insurance Company from September 18, 2022 through September 18, 2023, in a total premium amount not to exceed \$310,000.00, with payment for same to be made to Salerno Brokerage Corp, and that the Comptroller be authorized and directed to make payment for same, upon submission of a duly certified claim; after audit, with said funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

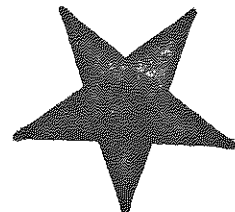
The Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled. It is the opinion of the Office of the Town Attorney that a sufficient effort has been made to secure proposals, in compliance with the Town's Procurement Policy.

Kindly suspend the rules and place this item on the September 13, 2022, Town Board action calendar. Submitted herewith is the resolution for the above request.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*  
Elizabeth A. Faughnan  
Deputy Town Attorney

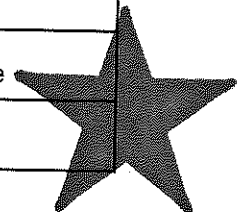
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Attachment  
2017-5834.006



Flood Insurance  
Sept. 18, 2022 - Sept. 18, 2023  
39 Properties

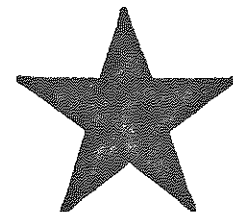
6062

Item #	Address	City	Occupancy Type
6-8	Shore Ave.	Oyster Bay	Teddy Roosevelt Memorial Park Beachfront Concession Building
6-9	Shore Ave.	Oyster Bay	Teddy Roosevelt Memorial Park Beachfront Brick Bathhouse
6-14	Shore Ave.	Oyster Bay	Teddy Roosevelt Bath House - Comfort Station Masonary veneer
6-15	Shore Ave.	Oyster Bay	Teddy Roosevelt Storage Garage #1 - Frame with vinyl siding
6-17	Shore Ave.	Oyster Bay	Teddy Roosevelt Memorial Park Marina Comfort Station
6-17a	Shore Ave.	Oyster Bay	Oyster Hatchery
6-20	1 West End Ave.	Oyster Bay	Western Waterfront Building "G"
6-21	3 West End Ave.	Oyster Bay	Western Waterfront Building "H"
6-22	5 West End Ave.	Oyster Bay	Western Waterfront Building "I"
6-23	7 West End Ave.	Oyster Bay	Western Waterfront Building "J"
6-25	102 Audrey Ave.	Oyster Bay	LIRR Oyster Bay Railroad Musuem
6-28	West End Ave.	Oyster Bay	Pre-Fab Restrooms
7-1	Bayville Ave.	Bayville	Centre Island Beach Bayside Comfort Station
7-2	Bayville Ave.	Bayville	Centre Island Beach Field House & Concession
7-11	Southside Bayville Ave	Bayville	Soundside Comfort Station
8-3	Bayville Ave.	Bayville	Ransom Beach Comfort Station
9-1	Bayville Ave.	Bayville	Stehli Beach East Comfort Station
9-2	Bayville Ave.	Bayville	Stehli Beach West Comfort Station
10-1	Prospect Avenue	Sea Cliff	Tappen Beach Pool House & Storage
10-2	Prospect Avenue	Sea Cliff	Tappen Beach Beach Bath House including "Blu Iguana" Restaurant
10-5	Prospect Avenue	Sea Cliff	Tappen Beach Marina Office & Dockmaster's Bldg.
10-6	Prospect Avenue	Sea Cliff	Tappen Beach Marina Bathroom
12-1	Florence Avenue	Massapequa	Phillip B Healy Beach Comfort Station
13-18	4990 Merrick Rd.	Massapequa	John J Burns Park Bathrooms East of Turf Ballfield
13-19	4990 Merrick Rd	Massapequa	John J Burns Park CVM Garage/Bay Constable Garage
13-20	4990 Merrick Rd,	Massapequa	John J Burns Park "The Boathouse"



Flood Insurance  
Sept. 18, 2022 - Sept. 18, 2023  
39 Properties

Item #	Address	City	Occupancy Type
18-20	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Ocean Pavilion
18-4	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach "The Surf Shack"
18-6	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach "Tiki Joe's"
18-7	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach West Pavilion Concession, Lifeguard & Comfort Station
18-8	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Public Safety
18-9	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Ice Cream Concession
18-10	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach East Pavilion Concession & Lifeguard Lockerroom
18-12	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Maintenance & Office Building
18-13	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Metal Storage Shed
18-14	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Gas Pump Utility Building
18-15	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Water Treatment Building
18-18	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Bay Pavillion Comfort Station and Concession on Large Wood Deck
18-21	Ocean Parkway Wantagh, NY	Massapequa	Tobay Beach Main Electric Building



Meeting of September 13, 2022

Resolution No.663-2022

WHEREAS, on or about July 7, 1971, the Town Board of the Town of Oyster Bay enacted Local Law No. 5-1971, that created Chapter 217 of the Code of Ordinances of the Town of Oyster Bay; and

WHEREAS, subsequent to the adoption of said Local Law, several Court cases have held virtually identical laws from other municipalities to be invalid under the Doctrine of State Preemption; and

WHEREAS, the Town Board deems it appropriate to eliminate any confusion which may remain from having an invalid and unenforceable Local Law which is preempted by New York State Law,

NOW, THEREFORE BE IT RESOLVED, That Chapter 217 is hereby declared null and void in its entirety; and be it further

RESOLVED, That said Chapter 217 shall be removed from the Code of Ordinances.

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*Adm*  
Reviewed By  
Office of Town Attorney  
*H. J. Brady*

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye